

Mt. Juliet, Tennessee

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



Agenda - Final

Monday, August 10, 2026

6:30 PM

Commission Chambers

Board of Commissioners

Public Hearing 6:15 PM

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

Public Hearing Notice 8-10-2026

[1827](#)

Attachments: [Public Hearing Notice](#)

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

2. **Set Agenda**

3. **Invocation & Pledge of Allegiance**

4. **Approval of Minutes**

4.A. Meeting Minutes to be Approved - 7-27-2026

[1826](#)

Attachments: [Meeting Minutes 7-27-2026](#)

5. **Citizens Comments**

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

6. **Commissioner Reports & Comments**

7. **City Manager's Report**

8. **Consent Agenda**

8.A. A RESOLUTION APPROVING THE AWARD OF THE ON-CALL MAINTENANCE CONTRACTS FOR CONCRETE MAINTENANCE, ROAD RESURFACING, AND TRAFFIC SIGNAL MAINTENANCE AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACTS

[1829](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution](#)

[Executive Summary](#)

[Contract - On-Call Concrete](#)

[Contract - On-Call Resurfacing](#)

[Contract - On-Call Signal Maintenance](#)

8.B. A RESOLUTION APPROVING TASK ORDER NO. 6 TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CDM SMITH, INC FOR THE WEST DIVISION ST. STORMWATER DRAINAGE PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

[1823](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution](#)

[Executive Summary](#)

[Contract](#)

- 8.C. A RESOLUTION APPROVING GRANTS BY THE CITY OF MT. JULIET AS PREVIOUSLY BUDGETED IN THE 2026/2027 BUDGET ORDINANCE 2026-48 [1832](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution](#)
[FY 2026/2027 Community Grants Allocation](#)

- 8.D. A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR BID AND CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE MT. JULIET ROAD ADA UPGRADES, PHASE 2 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT [1824](#)

Sponsors: City Manager Kenny Martin,

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

- 8.E. A RESOLUTION SUPPORTING A GRANT APPLICATION FOR THE BELINDA PARKWAY SIDEWALK, PHASE II PROJECT BY THE CITY OF MT. JULIET FOR THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S (TDOT) UPCOMING TAP GRANT CYCLE [1830](#)

Sponsors: Art Giles, Commissioner, Jennifer Milele, Commissioner

Attachments: [Resolution](#)
[Executive Summary](#)
[Grant Application Narrative](#)

- 8.F. A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR ENGINEERING DESIGN SERVICES FOR THE SAFE STREETS FOR ALL IMPLEMENTATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT [1828](#)

Sponsors: City Manager Kenny Martin,

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

- 8.G. A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION [1833](#)

Sponsors: City Manager Kenny Martin,

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

- 8.H. A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE MT. JULIET ROAD ADA UPGRADES, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT [1825](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution](#)
[Executive Summary](#)
[TDOT Contract Amendment 4](#)

- 8.I. A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF MT. JULIET AND MOTOROLA SOLUTIONS, INC FOR COMMUNICATIONS EQUIPMENT AND SERVICES AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT [1835](#)

Sponsors: City Manager Kenny Martin,

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

- 8.J. A RESOLUTION TO APPROVE AN IMAGE MANAGEMENT AGREEMENT WITH NOVATECH FOR THE USE OF COPY AND PRINTING EQUIPMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT [1834](#)

Sponsors: City Manager Kenny Martin,

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

9. Unfinished Business

- 9.A. AN ORDINANCE TO SUBMIT TO THE VOTERS OF THE CITY OF MT. JULIET THE QUESTION: "SHALL THIS MUNICIPALITY REPEAL THE ADOPTION OF HOME RULE?" [1814](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Ordinance](#)
[Exhibit A - Sample Charter](#)

Legislative History

7/27/26

Board of Commissioners

Approved for Second Reading to
the Board of Commissioners**10. New Business**

- 10.A.** AN ORDINANCE TO AMEND ORDINANCE 2023-14 FOR [1822](#)
MCFARLAND FARMS, LOCATED AT 5238, 5266, 5404 AND 0
OLD LEBANON DIRT ROAD, MAP 077, PARCELS 23, 22, 22.01
AND 22.03, BY REMOVING PUBLIC WORKS CONDITION 10.C.

Sponsors: City Manager Kenny Martin,

Attachments: [Ordinance](#)
[Exhibit A](#)

- 10.B.** AN ORDINANCE TO REZONE AND ADOPT A PRELIMINARY [1490](#)
MASTER DEVELOPMENT PLAN FOR THE PROPERTY
LOCATED AT 115 OAKMONT DRIVE, APPROXIMATELY 10
ACRES, MAP 072, PARCELS 005.01 FROM RS-40 TO RS-20

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

11/20/25	Planning Commission	deferred indefinitely to the Planning Commission
2/19/26	Planning Commission	deferred to the Planning Commission
4/16/26	Planning Commission	**Positive Recommendation to the Board of Commissioners
5/11/26	Board of Commissioners	deferred to the Board of Commissioners

- 10.C.** AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE [1831](#)
OF ORDINANCES, CHAPTER 28, TRAFFIC AND VEHICLES,
REGARDING U-TURNS AND TO AUTHORIZE THE CITY
ENGINEER OR PUBLIC WORKS DIRECTOR TO DESIGNATE
AND SIGN LOCATIONS WHERE U-TURNS ARE PROHIBITED

Sponsors: Jennifer Milele, Commissioner

Attachments: [Ordinance](#)
[Exhibit A](#)

11. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 1827

Agenda Date: 8/10/2026

Agenda #:

Title:

Public Hearing Notice 8-10-2026

Public Notice

The Board of Commissioners of the City of Mt. Juliet will conduct a public hearing and consider the following on August 10, 2026, at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- An ordinance to submit to the voters of the City of Mt. Juliet the question whether to repeal the adoption of home rule
- An ordinance to amend the Land Use Plan from Medium Density Residential to High Density Residential for Kensington Ridge, located at 2770 W. Division St, Map 073, Parcel 003.00

The public is invited to attend and comment.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1826

Agenda Date: 8/10/2026

Agenda #: 4.A.

Title:

Meeting Minutes to be Approved - 7-27-2026

Mt. Juliet, Tennessee

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



Meeting Minutes - Draft

Monday, July 27, 2026

6:30 PM

Commission Chambers

Board of Commissioners

Public Hearing 6:15 PM

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

Mayor Maness opened the Public Hearing. There were no comments. Mayor Maness closed the Public Hearing.

Public Hearing Notice

[1810](#)

Attachments: [Public Hearing Notice - 7-27-2026](#)

1. Call to Order & Declare a Quorum Present

Mayor Maness called the meeting to order and declared a quorum.

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

Absent: Commissioner Art Giles

2. Set Agenda

Mayor Maness requested that Items 8.A and 8.B be removed from the Consent Agenda and that Item 9.A be moved to the Consent Agenda. There was no objection.

3. Invocation & Pledge of Allegiance

City Manager Kenny Martin led the Invocation and Pledge of Allegiance.

4. Approval of Minutes

4.A. Meeting Minutes - 7/13/2026

[1809](#)

Attachments: [Meeting Minutes to be Approved 7-13-2026](#)

This Minutes were approved.

RESULT: APPROVED

Aye: Vice Mayor/Commissioner Trivett, Mayor Maness, and Commissioner Milele

Absent: Commissioner Giles

Abstain: Commissioner Hefner

5. Citizens Comments

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

There were no Citizen Comments.

6. Commissioner Reports & Comments

Vice Mayor Trivett thanked everyone for attending the meeting and congratulated the Senior Activity Center on its ribbon cutting, noting his excitement for them to be in their new space. He reminded everyone that school begins next week and encouraged motorists to be cautious and watch for school buses. He encouraged residents to complete the Parks survey to provide input regarding the City's parks. He announced the Community Yard Sale at Charlie Daniels Park on September 12. He also noted that Early Voting is taking place at Charlie Daniels Park and asked residents to be mindful of the additional traffic. Vice Mayor Trivett shared that a resident recently asked whether he would seek office again in four years. He stated that he believes in term limits and that perhaps he may have a different calling at that time.

Commissioner Hefner thanked everyone for attending. He discussed the recent flooding and stated that one of the best decisions the Board made was creating the Stormwater Utility. He noted that great things are coming from the program and that improvements are underway in the Clearview area and Belinda City. He congratulated the Senior Activity Center on its opening and welcomed students back to school, reminding everyone to be mindful as the school year begins.

Commissioner Milele announced the BPAC Greenway Walk scheduled for August 13 on the Cedar Creek Greenway, with a rain date of August 27. She reminded residents that Early Voting ends August 1 and Election Day is August 6. She announced that Victory Nissan is preparing to break ground and that an official groundbreaking ceremony will be held, noting that the business will be a great addition to the City. She welcomed students back to school and recognized the City's teachers. She announced the Animal Shelter's Pickles for Pups fundraiser scheduled for October 3 and reminded residents of the Sales Tax Holiday from July 31 through August 2. She congratulated the Senior Activity Center on its new building, which is being leased from the City. She noted that out-of-city sewer is on the agenda and referenced state requirements related to providing sewer service. She stated that she had additional comments regarding the downtown project and Home Rule that she would address when those items were considered. She also discussed infrastructure needs, stating that N. Mt. Juliet Road will not be widened and that it is time to bring the Western Connector back to the forefront of the City's infrastructure discussions.

Mayor Maness asked everyone to keep Commissioner Giles in their prayers.

7. City Manager's Report

City Manager Kenny Martin reminded residents that the Sales Tax Holiday is this coming weekend and encouraged everyone to shop local. He agreed with Commissioner Hefner, stating that the City made a great decision by being proactive and creating the Stormwater Utility, and thanked everyone for coming to the meeting this evening.

8. Consent Agenda

- 8.C.** A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE STORMWATER DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT [1805](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution](#)
[Executive Summary](#)
[Clearview Belinda - Bid Tab](#)
[Bid Evaluation Letter](#)
[Mt. Juliet Stormwater Drainage Improvements 100% Submittal - Issued for Bid](#)

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Giles
Enactment No: 60-2026

- 8.D.** A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE LEBANON ROAD SIDEWALKS, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT [1811](#)

Sponsors: Art Giles, Commissioner

Attachments: [Resolution](#)
[Executive Summary](#)
[Contract Signature Pages](#)
[Bid Tabulations](#)

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Giles
Enactment No: 61-2026

- 9.A.** AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 3150 NONAVILLE ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 031, PARCEL 032.01

[1772](#)

Sponsors: Planning Commission Positive Recommendation

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

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

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Giles
Enactment No: 2026-61

- 8.A.** AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS LOCK BOX SELF STORAGE LOCATED AT 12337 LEBANON ROAD, MAP 053, PARCEL 046, FROM THOROUGHFARE COMMERCIAL TO LIGHT INDUSTRIAL

[1681](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

This item was removed from the Consent Agenda during Item 2, Set Agenda. Mayor Maness requested that Items 8.A and 8.B be heard together. There was no objection.

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

RESULT: APPROVED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Giles
Enactment No: 2026-59

- 8.B.** AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR APPROXIMATELY 4.10 ACRES OF PROPERTY ON LEBANON ROAD, MAP 053, P/O PARCEL 46.00 FROM COMMERCIAL GENERAL TO RESTRICTIVE INDUSTRIAL PLANNED UNIT DEVELOPMENT

[1682](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

This item was removed from the Consent Agenda during Item 2, Set Agenda. Mayor Maness requested that Items 8.A and 8.B be heard together. There was no objection.

Mayor Maness requested that Public Works Comment No. 1 be stricken and replaced with the following language:

“A sidewalk at least six (6) feet wide shall be constructed along Lebanon Road along the project frontage. Should the TDOT sidewalk project have broken ground prior to this development going vertical, this condition shall be omitted.”

Commissioner Milele moved to amend Public Works Comment No. 1 with the proposed language. Vice Mayor Trivett seconded the motion. The motion to amend carried unanimously.

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

RESULT: ADOPTED AS AMENDED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Giles
Enactment No: 2026-60

10. New Business

- 10.A.** AN ORDINANCE TO REZONE PROPERTY LOCATED AT 1888 GOLDEN BEAR GATEWAY, APPROXIMATELY 18.40 ACRES, MAP 054, PART OF PARCEL 16.01 AND PART OF PARCEL 16.02 FROM RS-40, LOW DENSITY RESIDENTIAL, TO CMU, COMMERCIAL MIXED USE [1798](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Mayor Maness noted that the Legal Description should be reviewed for spelling and accuracy prior to Second Reading.

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Hefner, that this Ordinance be approved for Second Reading. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING

MOVER: Bill Trivett

SECONDER: Scott Hefner

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

Absent: Commissioner Giles

- 10.B.** AN ORDINANCE TO SUBMIT TO THE VOTERS OF THE CITY OF MT. JULIET THE QUESTION: "SHALL THIS MUNICIPALITY REPEAL THE ADOPTION OF HOME RULE?" [1814](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Ordinance](#)
[Exhibit A - Sample Charter](#)

Commissioner Milele made comments regarding the item and stated that several town hall meetings will be held to seek public input and educate residents on the topic.

A motion was made by Commissioner Milele, seconded by Commissioner Hefner, that this Ordinance be approved for Second Reading. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING

MOVER: Jennifer Milele

SECONDER: Scott Hefner

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

Absent: Commissioner Giles

**10.C. A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT
FOR CERTAIN CITY-OWNED PROPERTY AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT**

1813

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution](#)
[Purchase Agreement](#)
[Real Estate Advisory Committee Report](#)
[Planning Commission Recommendation](#)

Commissioner Hefner disclosed that he has no financial interest in the project or property. He recused himself from consideration of the item and did not participate in the discussion or vote.

Commissioner Milele provided a brief presentation outlining information related to the item.

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

Aye: Vice Mayor/Commissioner Trivett, Mayor Maness, and Commissioner Milele

Absent: Commissioner Giles

Abstain: Commissioner Hefner
Enactment No: 62-2026

11. Adjournment

Mayor Maness adjourned the meeting at 6:57pm



Mt. Juliet, Tennessee

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

Staff Report

File #: 1829

Agenda Date: 8/10/2026

Agenda #: 8.A.

Title:

A RESOLUTION APPROVING THE AWARD OF THE ON-CALL MAINTENANCE CONTRACTS FOR CONCRETE MAINTENANCE, ROAD RESURFACING, AND TRAFFIC SIGNAL MAINTENANCE AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACTS

RESOLUTION -2026

A RESOLUTION APPROVING THE AWARD OF THE ON-CALL MAINTENANCE CONTRACTS FOR CONCRETE MAINTENANCE, ROAD RESURFACING, AND TRAFFIC SIGNAL MAINTENANCE AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACTS

WHEREAS, the City of Mt. Juliet seeks to maintain the City's infrastructure by utilizing on-call contractors to assist with maintenance tasks that staff cannot perform on it's own; and

WHEREAS, these contracts are related to on-call construction services for concrete maintenance, road resurfacing, and traffic signal maintenance; and

WHEREAS, the City of Mt. Juliet has received unit price bids and finds High Grade Construction to be the lowest responsive, responsible bidder for the concrete maintenance, finds AMI to be the lowest responsive, responsible bidder for the road resurfacing, and finds Stansell Electric to be the lowest responsive, responsible bidder for the traffic signal maintenance; and

WHEREAS, the City of Mt. Juliet desires to award the maintenance contracts to the Contractors listed above.

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 (1) On-Call Concrete Maintenance Contract with High Grade Construction; (2) On-Call Road Resurfacing Contract with AMI Construction; and (3) On-Call Traffic Signal Maintenance Contract with Stansell Electric Company.

Section 2. Mayor James Maness is hereby authorized to execute the said contracts with the Contractors.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

RESOLUTION -2026

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION APPROVING THE AWARD OF THE ON-CALL MAINTENANCE CONTRACTS FOR CONCRETE MAINTENANCE, ROAD RESURFACING, AND TRAFFIC SIGNAL MAINTNANCE AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACTS

Executive Summary

- The projects: These contracts are related to on-call construction services for concrete maintenance, road resurfacing, and traffic signal maintenance
- Contracts: The City of Mt. Juliet has received unit price bids and finds High Grade Construction to be the lowest responsive, responsible bidder for the concrete maintenance, finds AMI to be the lowest responsive, responsible bidder for the road resurfacing, and finds Stansell Electric to be the lowest responsive, responsible bidder for the traffic signal maintenance
- Funding: Maintenance of the City's infrastructure is paid for partially by state street aid funding and partially by the city's general fund. The funding used for these maintenance contracts will stay within the approved FY 26-27 budget.
- Official act: This resolution is to provide formal support of the contracts and to authorize the Mayor to sign the contracts.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (UNIT PRICE)**

THIS AGREEMENT is by and between The City of Mt. Juliet, Tennessee ("Owner") and
High Grade Construction, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: On-call concrete maintenance

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: On-call contracting services related to removal, replacement, and repair of existing concrete sidewalk. The project also includes removal and replacement of concrete curb ramps, curbs, and concrete driveways. Various storm infrastructure and EPSC items are also included in the contract.*

ARTICLE 3 – CONTRACT TIMES

4.01 *Contract Period*

- A. *This contract is for a one-year period from the effective date of this agreement.*
- B. *The City of Mt. Juliet may elect to extend the time period of the contract on a yearly basis by supplemental agreement, if agreed upon by both parties. All terms and conditions of the original RFB and agreement shall remain in full force and effect, except insofar as specifically modified by the supplemental agreement.*

4.02 *Time of the Essence*

- A. Once a work order is issued, the contractor shall begin work as soon as practical, but no later than 1 month from issuance of the work order. The work order must be completed as soon as practical.

4.03 *Liquidated Damages*

- A. There are no liquidated damages under this contract, but the City reserves the right to terminate the contract if work orders are not started within one month of issuance and/or are not completed in a timely manner as determined by the City of Mt. Juliet Public Works staff.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the unit prices established in the Contract Documents:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment after the City is satisfied with the completion of the work order. Applications for Payment will be processed by City of Mt. Juliet Public Works Department

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Contractor has considered the information known to Contractor itself; the Contract Documents; and the details identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- D. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- G. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Request For Bid (RFB)
 - 3. Addendum #1 to the RFB
 - 4. The Bid items list and associated footnotes.

5. City of Mt. Juliet Standard Details.
6. Contractor's unit price bid submittal.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed for individual work orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
 1. There are no Contract Documents other than those listed above in this Article 8.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the conditions of the Request for Bids (RFB).

ARTICLE 9 – MISCELLANEOUS

9.01 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders,

with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

The City of Mt. Juliet, Tennessee

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)



**REQUEST FOR BIDS
FOR THE CITY OF MT. JULIET, TN**

**Request for Bid
ON-CALL CONCRETE MAINTENANCE**

Issued By:

**City of Mt. Juliet, TN
2425 N. Mt. Juliet Rd.
(615) 754-2554**

Date of Issue: June 17, 2026

Bid Due Date: 7/15/2026 2:30 PM CST

**Bids must be in sealed envelope
Clearly Marked
“ON-CALL CONCRETE MAINTENANCE”
Dated 7/15/2026 2:30 PM**

Delivered to:

**Attn: Finance Director
City of Mt. Juliet
2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
NLT 7/15/2026 2:30 PM CST**

**City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225**



Background of the City of Mt. Juliet, TN

The City of Mt. Juliet, TN is located in the Nashville, TN metropolitan area. The city had a population of 39,000+ according to the 2022 National Census and is one of the fastest growing cities in the State of Tennessee. The city has 4 elected commissioners and an elected mayor, which comprise the governing body. The governing body hires a professional City Manager as the chief administrative official. The City Manager is responsible for all city personnel. The city currently provides public safety, building inspection and codes enforcement, public works, parks and recreation, and administrative functions.

General Bid Information

Sealed bids for **"ON-CALL CONCRETE MAINTENANCE"** will be received at the office of the City of Mt. Juliet Finance Department at 2425 N. Mt. Juliet Rd, Mt. Juliet, Tennessee 37122, Attention: Dana Hire, on or before **7/15/2026 2:30 PM, CST**, and immediately thereafter all bids will be publicly opened and read aloud. Please contact Matthew White at mwhite@mtjuliet-tn.gov or 615-773-7957 should you have any questions.

BID FORMS

One paper copy of the bid is required. All paper bids must have the name of the project, and the bid due date on the outside of the envelope. Paper bid must be signed by authorized representative of company/business placing bid at time bid is received by the City of Mt. Juliet. Bidder will show evidence of license, expiration date and classification if required and when applicable. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

Special Notice on Iran

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

Special Notice on Israel

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief for submissions in excess of \$250k, unless the contractor has fewer than 10 employees, each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

SUBMISSION

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Request for Bids; policies and procedures of the City of Mt. Juliet and applicable laws of the State of Tennessee; and any other applicable laws, regulations and requirements. **The bidder must provide ONLY a unit price for each item listed on the Bid Tabulation sheet. The City of Mt. Juliet will determine the lowest bid by inputting historically used and/or projected quantities for each item on the Bid Tabulation to determine unit bid subtotals and the bid grand total. Evaluation and award of bids will be made to one bidder meeting the requirements of the City of Mt. Juliet.**

BID REJECTION

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



The City reserves the right to reject any or all bids, combinations of items, or lot(s), and to waive defects or minor informalities. The City is a member of certain coalitions and has access to the pricing provided by state contracts. The published prices by the state or any of the coalitions for RFB items shall be considered a sealed bid which the City may accept. Any other bid that is not sealed will "NOT" be accepted. Any bid received after time and date indicated will be discarded.

Bidders may not restrict the rights of the City or otherwise qualify their bids. If a Bidder does so, the City may determine the bid to be a nonresponsive counteroffer, and the bid may be rejected.

The City reserves the right, at its sole discretion, to waive variances in bids provided such action is in the best interest of the City. Where the City waives minor variances in bids, such waiver does not modify the RFB requirements or excuse the Bidder from full compliance with the RFB. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the RFB. In the event of multiple line items or interchangeable items, the city reserves the right to select items from multiple bidders.

Bidders must comply with all of the terms of this RFB and all applicable state laws and regulations. The City may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFB.

PAYMENT FOR CITY PURCHASES

Purchase orders will be issued after the RFB is reviewed and payment will be made by the City of Mt. Juliet 30 days after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number where applicable.

IDEMNIFICATION

The Contractor/Vendor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor/Vendor under this agreement. The Contractor/Vendor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work. On-site vendors are required to provide proof of insurance (general liability, workers comp, auto and excess). On-site vendor will add the City of Mt. Juliet as an additional insurer if requested.

COMPLIANCE

In the performance of a contract that results from this RFB, the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

SUITABLE MATERIALS, ETC.

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. Unless otherwise specified in the RFB, product brand names or model numbers are examples of the type and of product quality required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number with a description of the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. For example, if the specifications call for 98 decibel alarm and the product offered has only 95, the city reserves the right to consider the 95 decibel alarm offering as adequate. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

FIRM OFFER

For the purpose of award, offers made in accordance with this RFB must be good and firm for a period of ninety (90) days from the date of quote opening or the date of complete delivery of the order placed whichever is later. The city anticipates selection within 10 business days.

BID PREPARATION COSTS

The City is not liable for any costs incurred by the bidder in quote preparation.

CONFLICT OF INTEREST

An elected or appointed official, or employee of the City of Mt Juliet may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the elected or appointed official, or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the elected or appointed official, or employee has the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as a financial interest.

DEFAULT

In case of default by the contractor/vendor, for any reason whatsoever, the City of Mt Juliet may procure the goods or services from another source and hold the contractor/vendor responsible for any resulting excess cost and may seek other remedies under law or equity.

CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this RFB the contractor/vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

BILLING INSTRUCTIONS

Invoices must be billed to the Public Works department at the address shown on the individual Purchase Order, Contract Award or Delivery Order. Questions concerning payment should be addressed to the Finance Department of the City of Mt. Juliet.

DISCRIMINATION CLAUSE

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



The City of Mt. Juliet is an equal opportunity entity and does not discriminate on the basis of age, race, sex, national origin, religion or disability in admission to, access to, or operations of its programs, services, activities, or in its awarding of such bids.

BID SPECIFICATIONS

Project Description:

On-call contracting services related to removal, replacement, and repair of existing concrete sidewalk. The project also includes removal and replacement of concrete curb ramps, curbs, and concrete driveways. Various storm infrastructure and EPSC items are also included in the contract.

The City of Mt. Juliet hereby notifies all bidders that it will affirmatively insure in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of age, race, color, religion, national origin, sex or disability in consideration for an award.

The City of Mt. Juliet is an equal opportunity affirmative action employer, drug-free with policies of non-discrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service.

The right to reject any and all bids is reserved.

ALL ITEMS MAY NOT BE REQUIRED ON ALL PROJECTS AS DETERMINED BY THE CITY OF MT. JULIET PUBLIC WORKS DIRECTOR OR DESIGNATED REPRESENTATIVE.

Vendor must supply a 1 (one) year warranty for completed projects. The warranty shall begin upon completion of the project.

The city reserves the right to issue work orders of the roadway paving projects as they deem necessary to comply with the priority list and budgetary restraints.

Contractor shall abide by all State and Federal safety guidelines for work zone safety. All traffic control (internal and external) and temporary traffic control devices must be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD). Work zone areas shall be posted with legible traffic signs at points of hazard.

To ensure work safety, all workers present must wear high visibility safety apparel that meet the requirements of ISEA "American National Standard for High-Visibility Safety Apparel" at all times. Contractors must ensure workers have received proper training who are within the work zone, including flagger qualifications. Contractor must have emergency planning and response procedures in place for work zone operations.

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Contractor will furnish all materials and perform all work in compliance with applicable sections of the T.D.O.T. specifications dated January 1, 2021.

Contractor must be licensed in accordance with the contractors licensing act of 1976 (ITCA title 62, chapter 6) and qualified in the proper category for this work.

The Contractor will be required to furnish payment and performance bonds and certificate of insurance in adequate amounts for each work order.

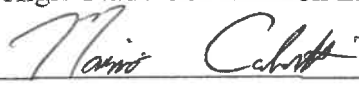
BIDS WILL BE FOR A ONE-YEAR PERIOD: August 1, 2026 – July 31, 2027

The City of Mt. Juliet may elect to extend the time period of the contract on a yearly basis by supplemental agreement, if agreed upon by both parties. All terms and conditions of the original RFB shall remain in full force and effect, except insofar as specifically modified by the supplemental agreement.

See the attached unit price bid tabulation sheet, Footnotes, and Details.

No Bids will be received or accepted after the above-specified time for the opening of Bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the Bidder. Bid security shall be furnished in accordance with the Instructions to Bidders.

Company Name: High Grade Construction LLC.

Authorized Signature: 

Print Name: Mario Calvetti
Title: Owner
Date: 7/15/2026
Address: 527 Derby Downs
City/State/Zip: Lebanon / TN / 37087

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225

FY 26/27 On-Call Concrete Unit Prices

FOOTNOTES	Item No.	Description	Unit	Quantity Range	Unit Price Bid
1	1	REMOVAL OF RIGID PAVEMENT	S.Y.	N/A	31.75
1	2	REMOVAL OF ASPHALT PAVEMENT	S.Y.	N/A	29.00
1	3	REMOVAL OF 30" CURB AND GUTTER	L.F.	N/A	10.85
1	4	REMOVAL OF CURB (EXTRUDED OR POST CURB)	L.F.	N/A	9.00
8	5	FURNISHING AND SPREADING TOPSOIL	C.Y.	N/A	54.75
2	6	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	1 to 200	40.00
				200-499	37.50
				500+	33.25
10	7	BOX TUBE SAFETY RAIL	L.F.	N/A	230.00
3	8	ADA RAMP HANDRAIL	L.F.	N/A	160.00
4	9	ADJUSTMENT OF WATER VALVE BOX & OTHER UTILITY BOX	EACH	N/A	475.00
				0-999	8.35
				1000-1999	7.99
				2000+	7.75
5	10	CONCRETE SIDEWALK (4")	S.F.	N/A	9.70
5	11	CONCRETE SIDEWALK (4") WITH HAUNCHED TURN DOWN CURB	S.F.	N/A	
5	12	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6")	S.F.	0-999	10.75
				1000-1999	10.30
				2000+	10.00
5	13	CONCRETE DRIVEWAY (6")	S.F.	0-999	10.30
				1000-1999	9.99
				2000+	9.65
6	14	PERPENDICULAR CONCRETE CURB RAMP	S.F.	0-999	31.85
				1000-1999	31.85
				2000+	31.85
6	15	PARALLEL CONCRETE CURB RAMP	S.F.	0-999	31.50
				1000-1999	31.50
				2000+	31.50
12	16	HIGH PROFILE EXTRUDED CURB (8")	C.Y.	0-24	650.00
				25-49	625.00
				50+	600.00
9	17	CONCRETE CURB (6" DETACHED POST CURB)	C.Y.	0-24	680.00
				25-49	670.00
				50+	660.00
12	18	30" CONCRETE COMBINED CURB AND GUTTER	C.Y.	0-24	475
				25-49	472
				50+	470
7	19	TRAFFIC CONTROL	DAY	N/A	900.00
	20	SEEDING (W/ MULCH)	UNIT	N/A	25.00

	21	SODDING (NEW SOD)	S.Y.	N/A	22.50
	22	SEEDING (WITHOUT MULCH)	UNIT	N/A	20.00
11	23	FILTER SOCK (12")	L.F.	N/A	6.95
11	24	CATCH BASIN PROTECTION (TYPE D)	EACH	N/A	250.00
	25	24" CONCRETE FLUME UNDER SIDEWALK	EACH	N/A	3250.00
	26	48" CONCRETE FLUME UNDER SIDEWALK	EACH	N/A	6000.00
	27	ADJUST EXISTING MANHOLE	EACH	N/A	450.00
	28	REMOVE AND REPLACE MAILBOXES	EACH	N/A	279.50
13	29	MOBILIZATION	EACH	N/A	1650.00
	30	REMOVAL OF PIPE (CMP - All sizes)	L.F.	N/A	34.00
	31	BORROW EXCAVATION (GRADED SOLID ROCK)	TON	N/A	41.50
14	32	UNDERCUTTING	C.Y.	N/A	33.00
11	33	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	N/A	5.99
15	34	ROCK CHECK DAM	EACH	N/A	699.00
18	35	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	N/A	120.00
18	36	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	N/A	168.00
18	37	18" CORRUGATED METAL PIPE CULVERT	L.F.	N/A	110.00
18	38	24" CORRUGATED METAL PIPE CULVERT	L.F.	N/A	138.00
18	39	18IN ENDWALL (SIDE DRAIN)	EACH	N/A	3750.00
18	40	24IN ENDWALL (SIDE DRAIN)	EACH	N/A	4900.00
18	41	18IN ENDWALL (SAFETY SIDE DRAIN) 6:1	EACH	N/A	6100.00
18	42	24IN ENDWALL (SAFETY SIDE DRAIN) 6:1	EACH	N/A	8300.00
16	43	CONSTRUCTION ACCESS (CONSTRUCTION ENTRANCE PER DETAIL)	EACH	N/A	6950.00
	44	MACHINED RIP-RAP (CLASS A-1)	TON	N/A	57.00
	45	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	N/A	4.95
11	46	EROSION CONTROL BLANKET (TYPE II)	S.Y.	N/A	2.00
17	47	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	N/A	33.00
	48	ROCK EXCAVATION (2 FT OR LESS)	C.Y.	N/A	225.00
	49	ROCK EXCAVATION (2 FT OR MORE)	C.Y.	N/A	250.00

FOOTNOTES	
1	Includes the cost of saw cutting, as necessary
2	Includes 4" base stone under sidewalks, curb ramps, curbs, driveways, etc. To be placed at the direction of the City
3	Cost to include all material, labor, equipment, and any other expense necessary for the construction and/or installation of this item, as shown in the details, including any additional concrete needed for post foundations. Rail to be ADA compliant and be powder coated black
4	Adjust height of cap/box to be level with sidewalk surface. Water valve box to be done by West Wilson Utility District and paid for by the contractor
5	Includes concrete and welded wire mesh per City of Mt. Juliet standard detail. Also, Includes the cost of excavation and grading (3:1 max cut/fill slopes).
6	Includes 4" concrete for curb ramp and landing surface, welded wire mesh, 6" curb, side flares, and truncated dome detectable warning mat at intersections, as needed to construct per TDOT standard drawings MM-CR-2 or MM-CR-3. Also, Includes the cost of excavation and grading (3:1 max cut/fill slopes).
7	Includes the furnishing and maintaining in place all necessary traffic control devices in accordance with the current MUTCD, including but not limited to, signs flexible drums, arrow boards, and flagging.
8	To be used at the City's direction. If used, topsoil will only be placed in the top 3 inches of finished grade.
9	To be installed per TDOT standard drawing RP-VC-10
10	Cost to include all material, labor, equipment, and any other expense necessary for the construction and/or installation of this item, as shown in TDOT Standard Drwg S-BPR-1, including any additional concrete needed for post foundations. Safety rail to be powder coated black
11	Erosion control items to be used as directed by the City of Mt. Juliet
12	Cost to include all material, labor, equipment, and any other expense necessary for the construction and/or installation of this item, as shown in the City of Mt. Juliet Standard Drawings.
13	The mobilization bid amount will be paid for each work order issued throughout the length of the contract.
14	This item is to be used at the discretion of the City. This item consists of removing and disposing of unsatisfactory materials below grade in cut sections and from areas upon which embankments are to be placed. Undercutting does not include the stripping, stockpiling, and placing of topsoil.
15	Item to be installed as shown on TDOT standard drawing EC-STR-6. Payment shall include all materials and labor necessary for construction, maintenance, and removal of the rock check dams. Cost to include geotextile fabric as shown in the standard drawing.
16	Construction entrance to include #1 or #2 stone pad that is 100 feet in length, 20 feet in width, and 6 inches of depth. Payment shall include all materials and labor necessary for construction, maintenance, and removal. Cost to include geotextile fabric.
17	This item includes excavation to planned grade or subgrade of a roadway and includes placing the excavated material to planned fill or embankment locations. This item includes stripping and stockpiling topsoil for later use and hauling excess material.
18	Item to meet TDOT specifications. Cost of excavation for drainage structures to be included in the Road & Drainage Excavation bid item.

FY 26/27 On-Call Concrete Maintenance

						Beech Construction		Pavement Restorations		Jarrett Builders		Grade A Construction		High Grade Construction	
FOOTNOTES	Item No.	Description	Unit	Quantity Range	Estimated Quantity	Unit Price Bid	Price Extension	Unit Price Bid	Price Extension	Unit Price Bid	Price Extension	Unit Price Bid	Price Extension	Unit Price Bid	Price Extension
1	1	REMOVAL OF RIGID PAVEMENT	S.Y.	N/A	215	\$ 27.31	\$ 5,871.65	\$ 7.00	\$ 1,505.00	\$ 36.00	\$ 7,740.00	\$ 32.00	\$ 6,880.00	\$ 31.75	\$ 6,826.25
1	2	REMOVAL OF ASPHALT PAVEMENT	S.Y.	N/A	166	\$ 27.31	\$ 4,533.46	\$ 10.00	\$ 1,660.00	\$ 20.00	\$ 3,320.00	\$ 30.00	\$ 4,980.00	\$ 29.00	\$ 4,814.00
1	3	REMOVAL OF 30" CURB AND GUTTER	L.F.	N/A	19	\$ 24.93	\$ 473.67	\$ 22.00	\$ 418.00	\$ 10.00	\$ 190.00	\$ 11.00	\$ 209.00	\$ 10.85	\$ 206.15
1	4	REMOVAL OF CURB (EXTRUDED OR POST CURB)	L.F.	N/A	129	\$ 24.93	\$ 3,215.97	\$ 15.00	\$ 1,935.00	\$ 10.00	\$ 1,290.00	\$ 9.25	\$ 1,193.25	\$ 9.00	\$ 1,161.00
8	5	FURNISHING AND SPREADING TOPSOIL	C.Y.	N/A	151	\$ 155.67	\$ 23,506.17	\$ 42.00	\$ 6,342.00	\$ 117.00	\$ 17,667.00	\$ 60.00	\$ 9,060.00	\$ 54.75	\$ 8,267.25
2	6	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	1 to 200	311	\$ 46.06	\$ 14,324.66	\$ 40.00	\$ 12,440.00	\$ 65.00	\$ 20,215.00	\$ 52.00	\$ 16,172.00	\$ 40.00	\$ 12,440.00
				200-499	200	\$ 42.12	\$ 8,424.00	\$ 37.00	\$ 7,400.00	\$ 65.00	\$ 13,000.00	\$ 49.50	\$ 9,900.00	\$ 37.50	\$ 7,500.00
				500+	0	\$ 48.61	\$ -	\$ 35.00	\$ -	\$ 65.00	\$ -	\$ 48.50	\$ -	\$ 33.25	\$ -
10	7	BOX TUBE SAFETY RAIL	L.F.	N/A	100	\$ 787.83	\$ 78,783.00	\$ 285.00	\$ 28,500.00	\$ 275.00	\$ 27,500.00	\$ 285.00	\$ 28,500.00	\$ 230.00	\$ 23,000.00
3	8	ADA RAMP HANDRAIL	L.F.	N/A	100	\$ 476.12	\$ 47,612.00	\$ 300.00	\$ 30,000.00	\$ 275.00	\$ 27,500.00	\$ 265.00	\$ 26,500.00	\$ 160.00	\$ 16,000.00
4	9	ADJUSTMENT OF WATER VALVE BOX & OTHER UTILITY BOX	EACH	N/A	5	\$ 623.60	\$ 3,118.00	\$ 1,600.00	\$ 8,000.00	\$ 800.00	\$ 4,000.00	\$ 550.00	\$ 2,750.00	\$ 475.00	\$ 2,375.00
5	10	CONCRETE SIDEWALK (4")	S.F.	0-999	1791	\$ 11.82	\$ 21,169.62	\$ 15.00	\$ 26,865.00	\$ 20.00	\$ 35,820.00	\$ 10.00	\$ 17,910.00	\$ 8.35	\$ 14,954.85
				1000-1999	1073	\$ 11.46	\$ 12,296.58	\$ 12.00	\$ 12,876.00	\$ 18.00	\$ 19,314.00	\$ 9.00	\$ 9,657.00	\$ 7.99	\$ 8,573.27
				2000+	2868	\$ 11.38	\$ 32,637.84	\$ 10.00	\$ 28,680.00	\$ 17.00	\$ 48,756.00	\$ 8.00	\$ 22,944.00	\$ 7.75	\$ 22,227.00
5	11	CONCRETE SIDEWALK (4") WITH HAUNCHED TURN DOWN CURB	S.F.	N/A	8	\$ 14.36	\$ 114.88	\$ 20.00	\$ 160.00	\$ 20.00	\$ 160.00	\$ 12.00	\$ 96.00	\$ 9.70	\$ 77.60
5	12	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6")	S.F.	0-999	500	\$ 12.48	\$ 6,240.00	\$ 22.00	\$ 11,000.00	\$ 22.00	\$ 11,000.00	\$ 12.75	\$ 6,375.00	\$ 10.75	\$ 5,375.00
				1000-1999	0	\$ 11.93	\$ -	\$ 18.00	\$ -	\$ 20.00	\$ -	\$ 12.50	\$ -	\$ 10.30	\$ -
				2000+	0	\$ 12.48	\$ -	\$ 15.00	\$ -	\$ 20.00	\$ -	\$ 11.30	\$ -	\$ 10.00	\$ -
5	13	CONCRETE DRIVEWAY (6")	S.F.	0-999	500	\$ 15.95	\$ 7,975.00	\$ 22.00	\$ 11,000.00	\$ 22.00	\$ 11,000.00	\$ 13.40	\$ 6,700.00	\$ 10.30	\$ 5,150.00
				1000-1999	1000	\$ 17.04	\$ 17,040.00	\$ 18.00	\$ 18,000.00	\$ 20.00	\$ 20,000.00	\$ 12.20	\$ 12,200.00	\$ 9.99	\$ 9,990.00
				2000+	0	\$ 14.97	\$ -	\$ 15.00	\$ -	\$ 20.00	\$ -	\$ 11.00	\$ -	\$ 9.65	\$ -
6	14	PERPENDICULAR CONCRETE CURB RAMP	S.F.	0-999	1433	\$ 18.28	\$ 26,195.24	\$ 40.00	\$ 57,320.00	\$ 34.00	\$ 48,722.00	\$ 32.50	\$ 46,572.50	\$ 31.85	\$ 45,641.05
				1000-1999	1000	\$ 18.28	\$ 18,280.00	\$ 35.00	\$ 35,000.00	\$ 30.00	\$ 30,000.00	\$ 32.05	\$ 32,050.00	\$ 31.85	\$ 31,850.00
				2000+	0	\$ 18.28	\$ -	\$ 30.00	\$ -	\$ 27.00	\$ -	\$ 32.00	\$ -	\$ 31.85	\$ -
6	15	PARALLEL CONCRETE CURB RAMP	S.F.	0-999	73	\$ 18.28	\$ 1,334.44	\$ 40.00	\$ 2,920.00	\$ 34.00	\$ 2,482.00	\$ 32.50	\$ 2,372.50	\$ 31.50	\$ 2,299.50
				1000-1999	0	\$ 18.28	\$ -	\$ 35.00	\$ -	\$ 30.00	\$ -	\$ 32.05	\$ -	\$ 31.50	\$ -
				2000+	0	\$ 18.28	\$ -	\$ 30.00	\$ -	\$ 27.00	\$ -	\$ 32.00	\$ -	\$ 31.50	\$ -
12	16	HIGH PROFILE EXTRUDED CURB (8")	C.Y.	0-24	10	\$ 2,386.46	\$ 23,864.60	\$ 1,700.00	\$ 17,000.00	\$ 1,250.00	\$ 12,500.00	\$ 670.00	\$ 6,700.00	\$ 650.00	\$ 6,500.00
				25-49	0	\$ 3,158.56	\$ -	\$ 1,650.00	\$ -	\$ 1,090.00	\$ -	\$ 660.00	\$ -	\$ 625.00	\$ -
				50+	0	\$ 2,873.35	\$ -	\$ 1,500.00	\$ -	\$ 985.00	\$ -	\$ 653.00	\$ -	\$ 600.00	\$ -
9	17	CONCRETE CURB (6" DETACHED POST CURB)	C.Y.	0-24	20	\$ 1,801.91	\$ 36,038.20	\$ 1,800.00	\$ 36,000.00	\$ 1,100.00	\$ 22,000.00	\$ 685.00	\$ 13,700.00	\$ 680.00	\$ 13,600.00
				25-49	0	\$ 1,798.71	\$ -	\$ 1,700.00	\$ -	\$ 975.00	\$ -	\$ 682.00	\$ -	\$ 670.00	\$ -
				50+	0	\$ 1,798.82	\$ -	\$ 1,600.00	\$ -	\$ 915.00	\$ -	\$ 679.50	\$ -	\$ 660.00	\$ -
12	18	30" CONCRETE COMBINED CURB AND GUTTER	C.Y.	0-24	16	\$ 1,096.59	\$ 17,545.44	\$ 625.00	\$ 10,000.00	\$ 1,070.00	\$ 17,120.00	\$ 497.00	\$ 7,952.00	\$ 475.00	\$ 7,600.00
				25-49	42	\$ 1,096.69	\$ 46,060.98	\$ 600.00	\$ 25,200.00	\$ 1,005.00	\$ 42,210.00	\$ 488.00	\$ 20,496.00	\$ 472.00	\$ 19,824.00
				50+	0	\$ 1,104.98	\$ -	\$ 550.00	\$ -	\$ 960.00	\$ -	\$ 478.55	\$ -	\$ 470.00	\$ -

7	19	TRAFFIC CONTROL	DAY	N/A	27	\$ 2,054.22	\$ 55,463.94	\$ 2,000.00	\$ 54,000.00	\$ 4,000.00	\$ 108,000.00	\$ 1,700.00	\$ 45,900.00	\$ 900.00	\$ 24,300.00
	20	SEEDING (W/ MULCH)	UNIT	N/A	34	\$ 61.29	\$ 2,083.86	\$ 60.00	\$ 2,040.00	\$ 682.50	\$ 23,205.00	\$ 200.00	\$ 6,800.00	\$ 25.00	\$ 850.00
	21	SODDING (NEW SOD)	S.Y.	N/A	170	\$ 21.43	\$ 3,643.10	\$ 7.00	\$ 1,190.00	\$ 15.75	\$ 2,677.50	\$ 34.00	\$ 5,780.00	\$ 22.50	\$ 3,825.00
	22	SEEDING (WITHOUT MULCH)	UNIT	N/A	5	\$ 65.47	\$ 327.35	\$ 40.00	\$ 200.00	\$ 600.00	\$ 3,000.00	\$ 55.00	\$ 275.00	\$ 20.00	\$ 100.00
11	23	FILTER SOCK (12")	L.F.	N/A	100	\$ 4.99	\$ 499.00	\$ 4.00	\$ 400.00	\$ 12.00	\$ 1,200.00	\$ 9.10	\$ 910.00	\$ 6.95	\$ 695.00
11	24	CATCH BASIN PROTECTION (TYPE D)	EACH	N/A	5	\$ 297.58	\$ 1,487.90	\$ 200.00	\$ 1,000.00	\$ 150.00	\$ 750.00	\$ 350.00	\$ 1,750.00	\$ 250.00	\$ 1,250.00
	25	24" CONCRETE FLUME UNDER SIDEWALK	EACH	N/A	7	\$ 3,043.30	\$ 21,303.10	\$ 2,000.00	\$ 14,000.00	\$ 6,200.00	\$ 43,400.00	\$ 3,562.00	\$ 24,934.00	\$ 3,250.00	\$ 22,750.00
	26	48" CONCRETE FLUME UNDER SIDEWALK	EACH	N/A	2	\$ 6,656.76	\$ 13,313.52	\$ 3,500.00	\$ 7,000.00	\$ 7,800.00	\$ 15,600.00	\$ 6,470.00	\$ 12,940.00	\$ 6,000.00	\$ 12,000.00
	27	ADJUST EXISTING MANHOLE	EACH	N/A	1	\$ 309.40	\$ 309.40	\$ 1,800.00	\$ 1,800.00	\$ 1,680.00	\$ 1,680.00	\$ 460.00	\$ 460.00	\$ 450.00	\$ 450.00
	28	REMOVE AND REPLACE MAILBOXES	EACH	N/A	5	\$ 392.35	\$ 1,961.75	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 440.00	\$ 2,200.00	\$ 279.50	\$ 1,397.50
13	29	MOBILIZATION	EACH	N/A	17	\$ 3,341.68	\$ 56,808.56	\$ 2,000.00	\$ 34,000.00	\$ 5,000.00	\$ 85,000.00	\$ 1,760.00	\$ 29,920.00	\$ 1,650.00	\$ 28,050.00
	30	REMOVAL OF PIPE (CMP - All sizes)	L.F.	N/A	50	\$ 80.90	\$ 4,045.00	\$ 150.00	\$ 7,500.00	\$ 45.00	\$ 2,250.00	\$ 50.00	\$ 2,500.00	\$ 34.00	\$ 1,700.00
	31	BORROW EXCAVATION (GRADED SOLID ROCK)	TON	N/A	60	\$ 44.90	\$ 2,694.00	\$ 30.00	\$ 1,800.00	\$ 60.00	\$ 3,600.00	\$ 72.00	\$ 4,320.00	\$ 41.50	\$ 2,490.00
14	32	UNDERCUTTING	C.Y.	N/A	10	\$ 567.52	\$ 5,675.20	\$ 20.00	\$ 200.00	\$ 136.50	\$ 1,365.00	\$ 125.00	\$ 1,250.00	\$ 33.00	\$ 330.00
11	33	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	N/A	100	\$ 2.85	\$ 285.00	\$ 3.50	\$ 350.00	\$ 6.00	\$ 600.00	\$ 6.25	\$ 625.00	\$ 5.99	\$ 599.00
15	34	ROCK CHECK DAM	EACH	N/A	2	\$ 2,365.48	\$ 4,730.96	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	\$ 725.00	\$ 1,450.00	\$ 699.00	\$ 1,398.00
18	35	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	N/A	50	\$ 319.42	\$ 15,971.00	\$ 100.00	\$ 5,000.00	\$ 270.00	\$ 13,500.00	\$ 124.00	\$ 6,200.00	\$ 120.00	\$ 6,000.00
18	36	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	N/A	50	\$ 462.50	\$ 23,125.00	\$ 125.00	\$ 6,250.00	\$ 285.00	\$ 14,250.00	\$ 175.00	\$ 8,750.00	\$ 168.00	\$ 8,400.00
18	37	18" CORRUGATED METAL PIPE CULVERT	L.F.	N/A	20	\$ 363.61	\$ 7,272.20	\$ 160.00	\$ 3,200.00	\$ 294.00	\$ 5,880.00	\$ 120.00	\$ 2,400.00	\$ 110.00	\$ 2,200.00
18	38	24" CORRUGATED METAL PIPE CULVERT	L.F.	N/A	48	\$ 527.52	\$ 25,320.96	\$ 175.00	\$ 8,400.00	\$ 300.00	\$ 14,400.00	\$ 170.00	\$ 8,160.00	\$ 138.00	\$ 6,624.00
18	39	18IN ENDWALL (SIDE DRAIN)	EACH	N/A	1	\$ 3,012.22	\$ 3,012.22	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,750.00	\$ 3,750.00
18	40	24IN ENDWALL (SIDE DRAIN)	EACH	N/A	1	\$ 3,724.92	\$ 3,724.92	\$ 5,000.00	\$ 5,000.00	\$ 4,700.00	\$ 4,700.00	\$ 5,500.00	\$ 5,500.00	\$ 4,900.00	\$ 4,900.00
18	41	18IN ENDWALL (SAFETY SIDE DRAIN) 6:1	EACH	N/A	1	\$ 4,437.61	\$ 4,437.61	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,700.00	\$ 6,700.00	\$ 6,100.00	\$ 6,100.00
18	42	24IN ENDWALL (SAFETY SIDE DRAIN) 6:1	EACH	N/A	1	\$ 5,863.00	\$ 5,863.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,900.00	\$ 8,900.00	\$ 8,300.00	\$ 8,300.00
16	43	CONSTRUCTION ACCESS (CONSTRUCTION ENTRANCE PER DETAIL)	EACH	N/A	2	\$ 7,124.57	\$ 14,249.14	\$ 8,000.00	\$ 16,000.00	\$ 3,075.00	\$ 6,150.00	\$ 7,500.00	\$ 15,000.00	\$ 6,950.00	\$ 13,900.00
	44	MACHINED RIP-RAP (CLASS A-1)	TON	N/A	10	\$ 49.32	\$ 493.20	\$ 60.00	\$ 600.00	\$ 95.00	\$ 950.00	\$ 76.00	\$ 760.00	\$ 57.00	\$ 570.00
	45	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	N/A	20	\$ 1,318.48	\$ 26,369.60	\$ 4.00	\$ 80.00	\$ 10.50	\$ 210.00	\$ 6.00	\$ 120.00	\$ 4.95	\$ 99.00
11	46	EROSION CONTROL BLANKET (TYPE II)	S.Y.	N/A	20	\$ 5.68	\$ 113.60	\$ 3.00	\$ 60.00	\$ 10.50	\$ 210.00	\$ 5.00	\$ 100.00	\$ 2.00	\$ 40.00
17	47	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	N/A	251	\$ 355.64	\$ 89,265.64	\$ 25.00	\$ 6,275.00	\$ 105.00	\$ 26,355.00	\$ 58.00	\$ 14,558.00	\$ 33.00	\$ 8,283.00
	48	ROCK EXCAVATION (2 FT OR LESS)	C.Y.	N/A	5	\$ 868.43	\$ 4,342.15	\$ 300.00	\$ 1,500.00	\$ 175.00	\$ 875.00	\$ 500.00	\$ 2,500.00	\$ 225.00	\$ 1,125.00
	49	ROCK EXCAVATION (2 FT OR MORE)	C.Y.	N/A	5	\$ 868.43	\$ 4,342.15	\$ 250.00	\$ 1,250.00	\$ 175.00	\$ 875.00	\$ 670.00	\$ 3,350.00	\$ 250.00	\$ 1,250.00
						\$ 859,189.43		\$ 586,316.00		\$ 845,188.50		\$ 540,881.25		\$ 449,977.42	

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (UNIT PRICE)**

THIS AGREEMENT is by and between The City of Mt. Juliet, Tennessee ("Owner") and
AMI Construction, INC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: On-call Road Resurfacing

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: On-call contracting services related to resurfacing and cold planing of existing streets.*

ARTICLE 3 – CONTRACT TIMES

4.01 *Contract Period*

- A. This contract is for a one-year period from the effective date of this agreement.
- B. The City of Mt. Juliet may elect to extend the time period of the contract on a yearly basis by supplemental agreement, if agreed upon by both parties. All terms and conditions of the original RFB and agreement shall remain in full force and effect, except insofar as specifically modified by the supplemental agreement.

4.02 *Time of the Essence*

- A. Once a work order is issued, the contractor shall begin work as soon as practical, but no later than 1 month from issuance of the work order. The work order must be completed as soon as practical. After cold planing (milling) is completed, final paving must be completed within 2 weeks.

4.03 *Liquidated Damages*

- A. There are no liquidated damages under this contract, but the City reserves the right to terminate the contract if work orders are not started within one month of issuance and/or are not completed in a timely manner as determined by the City of Mt. Juliet Public Works staff.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the unit prices established in the Contract Documents:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the

actual quantity of that item):

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment after the City is satisfied with the completion of the work order. Applications for Payment will be processed by City of Mt. Juliet Public Works Department

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Contractor has considered the information known to Contractor itself; the Contract Documents; and the details identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- D. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- G. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Request For Bid (RFB)
 - 3. The Bid items list.
 - 4. TDOT specifications for Road and Bridge Construction (not attached to this contract).
 - 5. Contractor’s unit price bid submittal.

6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed for individual work orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
 1. There are no Contract Documents other than those listed above in this Article 8.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the conditions of the Request for Bids (RFB).

ARTICLE 9 – MISCELLANEOUS

9.01 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly,

persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

The City of Mt. Juliet, Tennessee

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)



**REQUEST FOR BIDS
FOR THE CITY OF MT. JULIET, TN**

**Request for Bid
ON-CALL ROAD RESURFACING**

Issued By:

**City of Mt. Juliet, TN
2425 N. Mt. Juliet Rd.
(615) 754-2554**

Date of Issue: June 17, 2026

Bid Due Date: 7/15/2026 2:00 PM CST

**Bids must be in sealed envelope
Clearly Marked
“ON-CALL ROAD RESURFACING”
Dated 7/15/2026 2:00 PM**

Delivered to:

**Attn: Finance Director
City of Mt. Juliet
2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
NLT 7/15/2026 2:00 PM CST**

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



Background of the City of Mt. Juliet, TN

The City of Mt. Juliet, TN is located in the Nashville, TN metropolitan area. The city had a population of 39,000+ according to the 2022 National Census and is one of the fastest growing cities in the State of Tennessee. The city has 4 elected commissioners and an elected mayor, which comprise the governing body. The governing body hires a professional City Manager as the chief administrative official. The City Manager is responsible for all city personnel. The city currently provides public safety, building inspection and codes enforcement, public works, parks and recreation, and administrative functions.

General Bid Information

Sealed bids for **“ON-CALL ROAD RESURFACING”** will be received at the office of the City of Mt. Juliet Finance Department at 2425 N. Mt. Juliet Rd, Mt. Juliet, Tennessee 37122, Attention: Dana Hire, on or before **7/15/2026 2:00 PM, CST**, and immediately thereafter all bids will be publicly opened and read aloud. Please contact Matthew White at mwhite@mtjuliet-tn.gov or 615-773-7957 should you have any questions.

BID FORMS

One paper copy of the bid is required. All paper bids must have the name of the project, and the bid due date on the outside of the envelope. Paper bid must be signed by authorized representative of company/business placing bid at time bid is received by the City of Mt. Juliet. Bidder will show evidence of license, expiration date and classification if required and when applicable. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

Special Notice on Iran

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

Special Notice on Israel

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief for submissions in excess of \$250k, unless the contractor has fewer than 10 employees, each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

SUBMISSION

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Request for Bids; policies and procedures of the City of Mt. Juliet and applicable laws of the State of Tennessee; and any other applicable laws, regulations and requirements. **The bidder must provide ONLY a unit price for each item listed on the Bid Tabulation sheet. The City of Mt. Juliet will determine the lowest bid by inputting historically used and/or projected quantities for each item on the Bid Tabulation to determine unit bid subtotals and the bid grand total. Evaluation and award of bids will be made to one bidder meeting the requirements of the City of Mt. Juliet.**

BID REJECTION

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



The City reserves the right to reject any or all bids, combinations of items, or lot(s), and to waive defects or minor informalities. The City is a member of certain coalitions and has access to the pricing provided by state contracts. The published prices by the state or any of the coalitions for RFB items shall be considered a sealed bid which the City may accept. Any other bid that is not sealed will “NOT” be accepted. Any bid received after time and date indicated will be discarded.

Bidders may not restrict the rights of the City or otherwise qualify their bids. If a Bidder does so, the City may determine the bid to be a nonresponsive counteroffer, and the bid may be rejected.

The City reserves the right, at its sole discretion, to waive variances in bids provided such action is in the best interest of the City. Where the City waives minor variances in bids, such waiver does not modify the RFB requirements or excuse the Bidder from full compliance with the RFB. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the RFB. In the event of multiple line items or interchangeable items, the city reserves the right to select items from multiple bidders.

Bidders must comply with all of the terms of this RFB and all applicable state laws and regulations. The City may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFB.

PAYMENT FOR CITY PURCHASES

Purchase orders will be issued after the RFB is reviewed and payment will be made by the City of Mt. Juliet 30 days after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number where applicable.

IDEMNIFICATION

The Contractor/Vendor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor/Vendor under this agreement. The Contractor/Vendor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work. On-site vendors are required to provide proof of insurance (general liability, workers comp, auto and excess). On-site vendor will add the City of Mt. Juliet as an additional insurer if requested.

COMPLIANCE

In the performance of a contract that results from this RFB, the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

SUITABLE MATERIALS, ETC.

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. Unless otherwise specified in the RFB, product brand names or model numbers are examples of the type and of product quality required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number with a description of the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. For example, if the specifications call for 98 decibel alarm and the product offered has only 95, the city reserves the right to consider the 95 decibel alarm offering as adequate. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

FIRM OFFER

For the purpose of award, offers made in accordance with this RFB must be good and firm for a period of ninety (90) days from the date of quote opening or the date of complete delivery of the order placed whichever is later. The city anticipates selection within 10 business days.

BID PREPARATION COSTS

The City is not liable for any costs incurred by the bidder in quote preparation.

CONFLICT OF INTEREST

An elected or appointed official, or employee of the City of Mt Juliet may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the elected or appointed official, or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the elected or appointed official, or employee has the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as a financial interest.

DEFAULT

In case of default by the contractor/vendor, for any reason whatsoever, the City of Mt Juliet may procure the goods or services from another source and hold the contractor/vendor responsible for any resulting excess cost and may seek other remedies under law or equity.

CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this RFB the contractor/vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

BILLING INSTRUCTIONS

Invoices must be billed to the Public Works department at the address shown on the individual Purchase Order, Contract Award or Delivery Order. Questions concerning payment should be addressed to the Finance Department of the City of Mt. Juliet.

DISCRIMINATION CLAUSE

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



The City of Mt. Juliet is an equal opportunity entity and does not discriminate on the basis of age, race, sex, national origin, religion or disability in admission to, access to, or operations of its programs, services, activities, or in its awarding of such bids.

BID SPECIFICATIONS

1.0 GENERAL

BIDS WILL BE FOR A ONE-YEAR PERIOD: AUGUST 1, 2026 – JULY 31, 2027

The City of Mt. Juliet may elect to extend the time period of the contract on a yearly basis by supplemental agreement, if agreed upon by both parties. All terms and conditions of the original RFB shall remain in full force and effect, except insofar as specifically modified by the supplemental agreement.

All projects must be paved within 2 (two) weeks of milling, weather permitting.

Vendor must supply a 1 (one) year warranty for completed paving projects. The warranty shall begin upon completion of the project.

Vendor must ensure proper roadway drainage once project is completed.

The city reserves the right to issue work orders of the roadway paving projects as they deem necessary to comply with the priority list and budgetary restraints.

Vendor shall comply with the intent of the specifications and shall not take advantage of any errors or omissions and not take advantage of any unintentional error or omission but shall fully address the full intent and meaning of each aspect of the specifications.

Contractor shall abide by all State and Federal safety guidelines for work zone safety. All traffic control (internal and external) and temporary traffic control devices must be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD). Work zone areas shall be posted with legible traffic signs at points of hazard.

To ensure work safety, all workers present must wear high visibility safety apparel that meet the requirements of ISEA “American National Standard for High-Visibility Safety Apparel” at all times. Contractors must ensure workers have received proper training who are within the work zone, including flagger qualifications. Contractor must have emergency planning and response procedures in place for work zone operations.

Contractor will furnish all materials and perform all work in compliance with applicable sections of the T.D.O.T. specifications dated January 1, 2021.

Contractor must be pre-qualified with TDOT and must be licensed in accordance with the contractors licensing act of 1976 (ITCA title 62, chapter 6) and qualified in the proper category for this work.

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The Contractor will be required to furnish payment and performance bonds and certificate of insurance in adequate amounts for each work order.

2.00 SCOPE

The work covered by this item shall consist of resurfacing and cold planing of existing streets. Surface preparation work will be covered in each section. The actual amount of work to be performed will be based on the annual budgetary constraints of the city. This is a unit price contract. The City does not guarantee any minimum or maximum amount of work. Work will be issued on an as-needed basis through written work orders.

3.00 ASPHALT PAVING AND COLD PLANING REQUIREMENTS

1. The unit price quoted shall include all materials, equipment, labor, and all other items incidental to the placement and compaction of the said materials. Placement operations shall be directed by the designated official of the City of Mt. Juliet and shall include patching and repairing of designated areas. This price shall include all surface preparation by grading to achieve proper drainage and furnishing and placing tack coat and disposal of excess materials.
2. The contractor will be responsible for furnishing all crushed stone for shoulders disturbed by paving, at no additional cost to the project's unit cost.
3. INSPECTION - Final inspection and acceptance or rejection will be made at a delivery destination, but all materials and all workmanship shall be subject to inspection and test at all times and places, and when practicable, during construction. The right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials shall be made as promptly as practicable but impose no liability on the City of Mt. Juliet or any subdivision thereof for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the

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contractor from liability for use of materials or construction standards in accordance with these specifications, TDOT specifications, or industry practices.

In the event necessity requires the use of materials or supplies not conforming to the specifications, payment therefore may be made at a proper reduction of price.

All mixes will require job mix formula per TDOT specifications. Trucks may be pulled and weighed at random and mixes will be tested.

4. SPECIFICATIONS - it is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.

5. Quantities of pavement and other work may vary and will be determined by the city.

6. ERROR IN BID - Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

7. COMPENSATION INSURANCE - The contractor shall maintain during the life of this contract workman's compensation insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's worker's compensations insurance.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE - The contractor shall take out and maintain during the life of this contract such liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone

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directly or indirectly employed by either of them. The amount of such insurance will be as follows and will name the City as an additional insured.

a. Public Liability insurance in the amount of not less than \$1,000,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.

Property damage insurance in an amount of not less than \$1,000,000.00 for any one damage claim, and in an aggregate amount up to \$2,000,000.00 during a period of twelve months.

9. PROOF OF INSURANCE - The contractor shall furnish the City with satisfactory proof of the insurance required.

10. PERFORMANCE AND OTHER BONDS - CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price of each work order as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the preceding paragraph. CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the CITY.

11. ADJUSTMENTS TO CONTRACT UNIT PRICES

This Special Provision Covers The Method Of Price Adjustment For Bituminous Materials.

The normal bid items in the contract covering the bituminous material shall remain the same, but the contract unit bid prices for these items will be adjusted to compensate for increases and decreases in the contractor's bituminous material cost in the following manner:

City of Mt. Juliet Finance Department
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A "Basic Bituminous Material Index" will be established by the Tennessee Department of Transportation prior to the time the bids are opened. This "Basic Bituminous Material Index" is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton f.o.b. supplier's terminal.

The "Basic Bituminous Material Index" for this project is \$746.92 per ton for June 2026.

The "Monthly Bituminous Material Index" is also established on the first day of each month by the same method. The "Monthly Bituminous Adjustment Factor" is the difference (+/-) between the "Basic Bituminous Material Index" and the "Monthly Bituminous Material Index".

The "Monthly Bituminous Adjustment Factor" shall be applied to the contract unit price bid provided the increase or decrease differs 5% or more from the "Basic Bituminous Material Index". The Public Works Director reserves the right to alter the quantities of material or modify the design mix if the change in prices warrants material or design substitution.

The adjustment will be calculated in accordance with the following formula only when the percentage change of price indexes is five or greater:

$$PA = [Ic - Ib] \times T$$

Where,

PA = Price Adjustment for Adjustment

Month Ib = Basic Bituminous Material Index

IC = Monthly Bituminous Material Index

T = Tons Bituminous Material for Adjustment Month

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2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
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Price adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

The quantity of virgin asphalt cement in tons subject to price adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material used in each mix. No price adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the specifications.

The price adjustment for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be calculated as follows when the percentage change in price indexes is five or more:

$$PA = [Ic - Ib] \times [BA - RA] \times Tm \div 100$$

Where,

PA = Price Adjustment for Adjustment Month

Ib = Basic Bituminous Material Index

IC = Monthly Bituminous Material Index

BA = Percent Asphalt Specified for Bidding Purposes

RA = Percent Asphalt Obtained from Recycled Asphaltic Material Used in Each Mix

Tm = Tons Asphalt Mix for Adjustment Month

The above procedure for calculating price adjustments for recycled mixes is also applicable to mixes consisting of one hundred percent virgin material when the asphalt cement is not a separate bid item and the asphalt content in each mix is established for bidding purposes. A totally virgin mix is a special case in which the percentage of asphalt obtained from recycled asphaltic material is zero (i.e., RA = 0).

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2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
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The asphalt paving on this project shall comply with TDOT Specifications 307-BITUMINOUS PLANT MIX BASE (HOT MIX) and SECTION 411 – ASPHALTIC CONCRETE SURFACE (HOT MIX). The percent of Recycled Asphalt pavement (RAP) and Recycled Asphalt Shingles may be used as specified in Section 307 and Section 411. The associated approved Job Mix Formula shall be submitted and approved.

11. MILLINGS

Contractor takes ownership of the Reclaimed Asphalt Pavement (RAP) after milling. Based on the value of the millings, the contractor shall adjust the proposed unit prices in this bid to account for the credit.

See the attached unit price bid tabulation sheet.

No Bids will be received or accepted after the above-specified time for the opening of Bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the Bidder. Bid security shall be furnished in accordance with the Instructions to Bidders.

Company Name: AMI Construction, Inc.
Authorized Signature: 
Print Name: Jack McDonald
Title: Vice President
Date: 7/15/2026
Address: 107 Bay Ct.
City/State/Zip: Lebanon, TN 37087

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FY 26/27 Roadway Resurfacing Unit Prices

Item No.	Description	Unit	Quantity Range	Unit Price Bid
307-01.01	Mineral Aggregate, Type A Base, Grading D	Ton	1 to 500	\$ 47.24
			500+	\$ 41.53
402-01	Bituminous Material For Prime Coat (Pc)	GAL.	N/A	\$ 4.50 (Per Gal)
402-02	Aggregate For Cover Material (Pc)	Ton	N/A	\$ 25.00 (Per Ton)
411-01.07	ACS Mix (Pg64-22) Grading E	Ton	1 to 500	\$ 151.71
			500-999	\$ 149.11
			1000+	\$ 148.87
411-01.10	Acs Mix(Pg64-22) Grading D	Ton	1 to 500	\$ 164.01
			500-999	\$ 161.41
			1000+	\$ 161.18
307-01.08	Asphalt Concrete Mix (Pg64-22) (Bpmb-Hm) Grading B-M2	Ton	1 to 500	\$136.81
			500-999	\$ 129.62
			1000+	\$ 133.98
307-01.20	Asp. Conc. Mix(Pg64-22) (Bpmb-Hm) Gr. A-S	Ton	1 to 500	\$ 134.22
			500-999	\$ 127.03
			1000+	\$ 131.39
307-01.01	Asphalt Concrete Mix (Pg64-22) (Bpmb-Hm) Grading A	Ton	1 to 500	\$ 134.22
			500-999	\$ 127.03
			1000+	\$ 131.39
1	Cost for Upgrade to (PG 70/22)	Ton	N/A	\$ 8.84 (Per Ton)
2	Excavation and Removal For Failure Undercutting	C.Y.	1 to 100	\$ 98.16
			100+	\$ 57.08
611-09.01	Adjustment Of Existing Catchbasin	EA	N/A	\$ 450.00 (Per)
611-01.20	Adjustment Of Existing Manhole	EA	N/A	\$ 450.00 (Per)
3	Traffic Control Measures	Day	N/A	\$ 2,000.00 (Per Day)
415-01.01	Cold Planing Bituminous Pavement	Ton	1 to 500	\$ 26.76
			500-999	\$ 26.28
			1000+	\$ 37.86
4	Key Joints	L.F.	N/A	\$ 1.00 (Per LF)
403-02.01	Trackless Tack Coat	GAL.	N/A	\$ 4.50 (Per Gal)

FY 26/27 Roadway Resurfacing Unit Prices

FY 26/27 Roadway Resurfacing Unit Prices					AMI		Pavement Restorations		Sessions		Vulcan	
Item No.	Description	Unit	Quantity Range	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
307-01.01	Mineral Aggregate, Type A Base, Grading D	Ton	1 to 500	23	\$ 47.24	\$1,086.52	\$70.00	\$1,610.00	\$70.00	\$1,610.00	\$75.00	\$1,725.00
			500+	500	\$ 41.53	\$20,765.00	\$70.00	\$35,000.00	\$58.00	\$29,000.00	\$50.00	\$25,000.00
402-01	Bituminous Material For Prime Coat (Pc)	GAL.	N/A	1,000	\$ 4.50	\$4,500.00	\$4.00	\$4,000.00	\$4.50	\$4,500.00	\$7.00	\$7,000.00
402-02	Aggregate For Cover Material (Pc)	Ton	N/A	100	\$ 25.00	\$2,500.00	\$55.00	\$5,500.00	\$75.00	\$7,500.00	\$80.00	\$8,000.00
411-01.07	ACS Mix (Pg64-22) Grading E	Ton	1 to 500	474	\$ 151.71	\$71,910.54	\$190.00	\$90,060.00	\$175.00	\$82,950.00	\$171.00	\$81,054.00
			500-999	500	\$ 149.11	\$74,555.00	\$165.00	\$82,500.00	\$160.00	\$80,000.00	\$158.00	\$79,000.00
			1000+	8,371	\$ 148.87	\$1,246,190.77	\$155.00	\$1,297,505.00	\$152.00	\$1,272,392.00	\$155.00	\$1,297,505.00
411-01.10	Acs Mix(Pg64-22) Grading D	Ton	1 to 500	419	\$ 164.01	\$68,720.19	\$220.00	\$92,180.00	\$186.00	\$77,934.00	\$192.00	\$80,448.00
			500-999	500	\$ 161.41	\$80,705.00	\$190.00	\$95,000.00	\$171.00	\$85,500.00	\$162.00	\$81,000.00
			1000+	5,379	\$ 161.18	\$866,987.22	\$178.00	\$957,462.00	\$163.00	\$876,777.00	\$157.50	\$847,192.50
307-01.08	Asphalt Concrete Mix (Pg64-22) (Bpmb-Hm) Grading B-M2	Ton	1 to 500	86	\$ 136.81	\$11,765.66	\$142.00	\$12,212.00	\$162.00	\$13,932.00	\$190.00	\$16,340.00
			500-999	500	\$ 129.62	\$64,810.00	\$118.00	\$59,000.00	\$147.00	\$73,500.00	\$137.50	\$68,750.00
			1000+	1,000	\$ 133.98	\$133,980.00	\$107.00	\$107,000.00	\$139.00	\$139,000.00	\$118.00	\$118,000.00
307-01.20	Asp. Conc. Mix(Pg64-22) (Bpmb-Hm) Gr. A-S	Ton	1 to 500	200	\$ 134.22	\$26,844.00	\$141.00	\$28,200.00	\$160.00	\$32,000.00	\$175.00	\$35,000.00
			500-999	500	\$ 127.03	\$63,515.00	\$113.00	\$56,500.00	\$145.00	\$72,500.00	\$139.00	\$69,500.00
			1000+	1,000	\$ 131.39	\$131,390.00	\$106.00	\$106,000.00	\$137.00	\$137,000.00	\$132.00	\$132,000.00
307-01.01	Asphalt Concrete Mix (Pg64-22) (Bpmb-Hm) Grading A	Ton	1 to 500	200	\$ 134.22	\$26,844.00	\$135.00	\$27,000.00	\$160.00	\$32,000.00	\$184.00	\$36,800.00
			500-999	600	\$ 127.03	\$76,218.00	\$111.00	\$66,600.00	\$145.00	\$87,000.00	\$135.00	\$81,000.00
			1000+	1,000	\$ 131.39	\$131,390.00	\$105.00	\$105,000.00	\$137.00	\$137,000.00	\$111.00	\$111,000.00
1	Cost for Upgrade to (PG 70/22)	Ton	N/A	1,461	\$ 8.84	\$12,915.24	\$12.00	\$17,532.00	\$10.00	\$14,610.00	\$9.00	\$13,149.00
2	Excavation and Removal For Failure Undercutting	C.Y.	1 to 100	40	\$ 98.16	\$3,926.40	\$75.00	\$3,000.00	\$125.00	\$5,000.00	\$70.00	\$2,800.00
			100+	150	\$ 57.08	\$8,562.00	\$75.00	\$11,250.00	\$80.00	\$12,000.00	\$50.00	\$7,500.00
611-09.01	Adjustment Of Existing Catchbasin	EA	N/A	34	\$ 450.00	\$15,300.00	\$735.00	\$24,990.00	\$1,000.00	\$34,000.00	\$735.00	\$24,990.00
611-01.20	Adjustment Of Existing Manhole	EA	N/A	48	\$ 450.00	\$21,600.00	\$735.00	\$35,280.00	\$1,000.00	\$48,000.00	\$735.00	\$35,280.00
3	Traffic Control Measures	Day	N/A	90	\$ 2,000.00	\$180,000.00	\$2,000.00	\$180,000.00	\$1,500.00	\$135,000.00	\$1,800.00	\$162,000.00
415-01.01	Cold Planing Bituminous Pavement	Ton	1 to 500	844	\$ 26.76	\$22,585.44	\$70.00	\$59,080.00	\$70.00	\$59,080.00	\$87.50	\$73,850.00
			500-999	915	\$ 26.28	\$24,046.20	\$45.00	\$41,175.00	\$48.00	\$43,920.00	\$52.00	\$47,580.00
			1000+	9,739	\$ 37.86	\$368,718.54	\$35.00	\$340,865.00	\$43.00	\$418,777.00	\$45.00	\$438,255.00
4	Key Joints	L.F.	N/A	500	\$ 1.00	\$500.00	\$1.00	\$500.00	\$25.00	\$12,500.00	\$65.00	\$32,500.00
403-02.01	Trackless Tack Coat	GAL.	N/A	11,724	\$ 4.50	\$52,758.00	\$4.00	\$46,896.00	\$5.00	\$58,620.00	\$5.50	\$64,482.00
						\$3,815,588.72	\$3,988,897.00		\$4,083,602.00		\$4,078,700.50	

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (UNIT PRICE)**

THIS AGREEMENT is by and between The City of Mt. Juliet, Tennessee ("Owner") and
Stansell Electric Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **On-call Traffic Signal maintenance**

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* The Project generally consists of the furnishing of all materials, equipment, and labor for the On-Call or as-needed maintenance of the City of Mt. Juliet's Traffic Signal and/or Fiber Optic Infrastructure.

ARTICLE 3 – CONTRACT TIMES

4.01 *Contract Period*

- A. *This contract is for a one-year period from the effective date of this agreement.*
- B. *The City of Mt. Juliet may elect to extend the time period of the contract on a yearly basis by supplemental agreement, if agreed upon by both parties. All terms and conditions of the original RFB and agreement shall remain in full force and effect, except insofar as specifically modified by the supplemental agreement.*

4.02 *Time of the Essence*

- A. After a work order is issued for emergency related items, the contractor must be able to mobilize and start work within 24 hours from the issuance of the work order. For non-emergency work orders, the contractor must be able to mobilize and begin work within 1 week from issuance of the work order. The work order must be completed as soon as practical.

4.03 *Liquidated Damages*

- A. There are no liquidated damages under this contract, but the City reserves the right to terminate the contract if work orders are not started within the specified timeframes and/or are not completed in a timely manner as determined by the City of Mt. Juliet Public Works staff.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the unit prices established in the Contract Documents:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment after the City is satisfied with the completion of the work order. Applications for Payment will be processed by City of Mt. Juliet Public Works Department

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Contractor has considered the information known to Contractor itself; the Contract Documents; and the details identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- D. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- G. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Request For Bid (RFB)
 - 3. Addendum #1 to the RFB
 - 4. The Bid items list.

5. City of Mt. Juliet Traffic Signal Specifications.
6. Contractor's unit price bid submittal.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed for individual work orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
 1. There are no Contract Documents other than those listed above in this Article 8.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the conditions of the Request for Bids (RFB).

ARTICLE 9 – MISCELLANEOUS

9.01 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders,

with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

The City of Mt. Juliet, Tennessee

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)



**REQUEST FOR BIDS
FOR THE CITY OF MT. JULIET, TN**

**Request for Bid
ON-CALL TRAFFIC SIGNAL MAINTENANCE**

Issued By:

**City of Mt. Juliet, TN
2425 N. Mt. Juliet Rd.
(615) 754-2554**

Date of Issue: June 17, 2026

Bid Due Date: 7/15/2026 1:30 PM CST

**Bids must be in sealed envelope
Clearly Marked
“ON-CALL TRAFFIC SIGNAL MAINTENANCE”
Dated 7/15/2026 1:30 PM**

**Delivered to:
Attn: Finance Director
City of Mt. Juliet
2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
NLT 7/15/2026 1:30 PM CST**

City of Mt. Juliet Finance Department
2425 N. Mt. Juliet Rd. | Mt. Juliet, TN 37122
Phone: 615-754-2554 | Fax: 615-754-7225



Background of the City of Mt. Juliet, TN

The City of Mt. Juliet, TN is located in the Nashville, TN metropolitan area. The city had a population of 39,000+ according to the 2022 National Census and is one of the fastest growing cities in the State of Tennessee. The city has 4 elected commissioners and an elected mayor, which comprise the governing body. The governing body hires a professional City Manager as the chief administrative official. The City Manager is responsible for all city personnel. The city currently provides public safety, building inspection and codes enforcement, public works, parks and recreation, and administrative functions.

General Bid Information

Sealed bids for **“ON-CALL TRAFFIC SIGNAL MAINTENANCE”** will be received at the office of the City of Mt. Juliet Finance Department at 2425 N. Mt. Juliet Rd, Mt. Juliet, Tennessee 37122, Attention: Dana Hire, on or before **7/15/2026 1:30 PM, CST**, and immediately thereafter all bids will be publicly opened and read aloud. Please contact Matthew White at mwhite@mtjuliet-tn.gov or 615-773-7957 should you have any questions.

BID FORMS

One paper copy of the bid is required. All paper bids must have the name of the project, and the bid due date on the outside of the envelope. Paper bid must be signed by authorized representative of company/business placing bid at time bid is received by the City of Mt. Juliet. Bidder will show evidence of license, expiration date and classification if required and when applicable. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

Special Notice on Iran

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

Special Notice on Israel

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief for submissions in excess of \$250k, unless the contractor has fewer than 10 employees, each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

SUBMISSION

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Request for Bids; policies and procedures of the City of Mt. Juliet and applicable laws of the State of Tennessee; and any other applicable laws, regulations and requirements. **The bidder must provide ONLY a unit price for each item listed on the Bid Tabulation sheet. The City of Mt. Juliet will determine the lowest bid by inputting historically used and/or projected quantities for each item on the Bid Tabulation to determine unit bid subtotals and the bid grand total. Evaluation and award of bids will be made to one bidder meeting the requirements of the City of Mt. Juliet.**

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BID REJECTION

The City reserves the right to reject any or all bids, combinations of items, or lot(s), and to waive defects or minor informalities. The City is a member of certain coalitions and has access to the pricing provided by state contracts. The published prices by the state or any of the coalitions for RFB items shall be considered a sealed bid which the City may accept. Any other bid that is not sealed will “NOT” be accepted. Any bid received after time and date indicated will be discarded.

Bidders may not restrict the rights of the City or otherwise qualify their bids. If a Bidder does so, the City may determine the bid to be a nonresponsive counteroffer, and the bid may be rejected.

The City reserves the right, at its sole discretion, to waive variances in bids provided such action is in the best interest of the City. Where the City waives minor variances in bids, such waiver does not modify the RFB requirements or excuse the Bidder from full compliance with the RFB. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the RFB. In the event of multiple line items or interchangeable items, the city reserves the right to select items from multiple bidders.

Bidders must comply with all of the terms of this RFB and all applicable state laws and regulations. The City may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFB.

PAYMENT FOR CITY PURCHASES

Purchase orders will be issued after the RFB is reviewed and payment will be made by the City of Mt. Juliet 30 days after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number where applicable.

IDEMNIFICATION

The Contractor/Vendor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor/Vendor under this agreement. The Contractor/Vendor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work. On-site vendors are required to provide proof of insurance (general liability, workers comp, auto and excess). On-site vendor will add the City of Mt. Juliet as an additional insurer if requested.

COMPLIANCE

In the performance of a contract that results from this RFB, the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

SUITABLE MATERIALS, ETC.

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Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. Unless otherwise specified in the RFB, product brand names or model numbers are examples of the type and of product quality required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number with a description of the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. For example, if the specifications call for 98 decibel alarm and the product offered has only 95, the city reserves the right to consider the 95 decibel alarm offering as adequate. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

FIRM OFFER

For the purpose of award, offers made in accordance with this RFB must be good and firm for a period of ninety (90) days from the date of quote opening or the date of complete delivery of the order placed whichever is later. The city anticipates selection within 10 business days.

BID PREPARATION COSTS

The City is not liable for any costs incurred by the bidder in quote preparation.

CONFLICT OF INTEREST

An elected or appointed official, or employee of the City of Mt Juliet may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the elected or appointed official, or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the elected or appointed official, or employee has the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as a financial interest.

DEFAULT

In case of default by the contractor/vendor, for any reason whatsoever, the City of Mt Juliet may procure the goods or services from another source and hold the contractor/vendor responsible for any resulting excess cost and may seek other remedies under law or equity.

CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this RFB the contractor/vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

BILLING INSTRUCTIONS

Invoices must be billed to the Public Works department at the address shown on the individual Purchase Order, Contract Award or Delivery Order. Questions concerning payment should be addressed to the Finance Department of the City of Mt. Juliet.

DISCRIMINATION CLAUSE

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The City of Mt. Juliet is an equal opportunity entity and does not discriminate on the basis of age, race, sex, national origin, religion or disability in admission to, access to, or operations of its programs, services, activities, or in its awarding of such bids.

BID SPECIFICATIONS

- Contractor** will furnish and maintain in place all necessary traffic control devices in accordance with the current M.U.T.C.D. with all costs included in the bid unit prices.
- Contractor** will furnish all materials and perform all work in compliance with applicable sections of the T.D.O.T. specifications dated January 1, 2021.
- Contractor** must be licensed in accordance with the contractors licensing act of 1976 (ITCA title 62, chapter 6) and qualified in the proper category for this work.
- The Successful Bidder** will be required to furnish payment and performance bonds and certificate of insurance in adequate amounts.

BIDS WILL BE FOR A ONE-YEAR PERIOD: AUGUST 1, 2026 – JULY 31, 2027

The City of Mt. Juliet may elect to extend the time period of the contract on a yearly basis by supplemental agreement, if agreed upon by both parties. All terms and conditions of the original RFB shall remain in full force and effect, except insofar as specifically modified by the supplemental agreement.

PROJECT DESCRIPTION

The Project generally consists of the furnishing of all materials, equipment, and labor for the On-Call or as-needed maintenance of the City of Mt. Juliet's Traffic Signal and/or Fiber Optic Infrastructure.

No Bids will be received or accepted after the above-specified time for the opening of Bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the Bidder. Bid security shall be furnished in accordance with the Instructions to Bidders.

Company Name: Stansell Electric Company, Inc.
Authorized Signature: [Signature]
Print Name: Chris Knopf
Title: CEO
Date: July 14th, 2026
Address: 9860 Visco Drive
City/State/Zip: Nashville, TN 37220

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Signal Bid Tabulation Sheet

Item No.	Description	Unit	Unit Price Bid
-	Signal Head Assembly		
1	3 Section Head	Each	\$1,650.00
2	4 Section Head	Each	\$2,050.00
3	5 Section Head	Each	\$2,350.00
4	Replace Hanging Assembly for Mast Arm Signal Head	Each	\$730.00
5	Replace Hanging Assembly for Span Wire Signal Head	Each	\$400.00
6	Electrical Service Connector	Each	\$2,000.00
7	Install Video/Wavetronix Detection Cable	L.F.	\$4.40
8	Relocate Aerial Fiber Optic Cable (each pole)	Each	\$900.00
9	Repair/Replace Fiber Optic Termination Splice Unit	Each	\$950.00
10	Repair/Replace Fiber Splice Enclosure (Aerial)	Each	\$1,000.00
11	Repair/Replace Fiber Splice Enclosure (Underground)	Each	\$1,650.00
12	Fiber Optic Cable (72F)	L.F.	\$4.20
13	Fiber Optic Drop Cable (12F)	L.F.	\$3.30
14	Fiber Optic Splice Fusion	Each	\$90.00
15	Repair/Replace Fiber Optic Drop Panel (12F)	Each	\$1,150.00
16	Repair/Replace Fiber Riser	Each	\$1,750.00
17	Repair/Replace Fiber Storage Loop	Each	\$520.00
18	Install Pull Box (Fiber Optic Type A)	Each	\$3,250.00
19	Install Pull Box (Fiber Optic Type B)	Each	\$3,400.00
20	Install Pull Box (Type B-28"x16"x12")	Each	\$1,250.00
21	Install Signal Cable - 5 Conductor	L.F.	\$3.10
22	Install Signal Cable - 7 Conductor	L.F.	\$3.70
23	Install Signal Cable - 9 Conductor	L.F.	\$4.90
24	Install Signal Cable - 12 Conductor	L.F.	\$6.10
25	Repair/Replace Messenger Cable	L.F.	\$2.60
26	Conduit 2" Diameter (PVC)	L.F.	\$10.00
27	Conduit 2" Diameter (RGS)	L.F.	\$35.00
28	Conduit (2" Diameter, Schedule 80 PVC, Directional Drill)	L.F.	\$50.00
29	Conduit (2" Diameter, HDPE, Directional Drill)	L.F.	\$51.00
30	Conduit (2" Diameter, HDPE)	L.F.	\$70.00
31	Repair/Replace Interconnect Cable	L.F.	N/A per add. 1
32	Repair/Replace Span Wire Assembly	L.F.	\$5.00
33	Install/Replace Guying Device (Angle Anchor)	Each	\$1,050.00
34	Repair/Replace Tether Wire Assembly - 1/4" Diameter	L.F.	\$4.20
35	Install/Replace Riser Assembly (Signal)	Each	\$990.00
36	Trenching (No Rock)	L.F.	\$40.00
37	Trenching (Rock)	L.F.	\$70.00
38	Repair/Replace Vehicle Loop Detection Wire (In road)	L.F.	\$25.00
39	Repair/Replace Shielded Detector Cable	L.F.	\$1.70
40	Installation of Cabinet and Controller	Each	\$42,500.00
41	Replace Wood Pole (Signal Support) Class 3 40' Length	Each	\$4,650.00
42	Repair/Replace Guying Device	Each	\$770.00

43	Replace Steel Strain Pole (Signal Support)	Each	\$13,550.00
-	Replace Cantilever Signal Support (1 Arm)		
44	65 Foot	Each	\$35,735.00
45	60 Foot	Each	\$32,475.00
46	55 Foot	Each	\$31,920.00
47	50 Foot	Each	\$29,270.00
48	45 Foot	Each	\$27,240.00
49	40 Foot	Each	\$25,940.00
50	35 Foot	Each	\$21,920.00
51	30 Foot	Each	\$10,330.00
52	Install/Replace Pedestal Pole (Type A)	Each	\$3,660.00
53	Install/Replace Pedestal Pole (Type B)	Each	\$5,730.00
54	Install/Replace Pedestrian Pushbutton Post	Each	\$2,600.00
55	Install Foundation (Signal Support) (Per T-SG-10)	Each	\$15,500.00
56	Install Foundation (Traffic Signal Cabinet) (T-SG-5)	Each	\$3,500.00
57	Install Temporary Traffic Signal System	Each	\$5,000.00
58	Bucket Truck Usage (Per Hour)	Hour	\$250.00

1. All Signal Heads, Cabinets, Pull boxes are per the City of Mt. Juliet Traffic Signal Specifications and the most current MUTCD.
2. Items which are labeled 'replace' or 'install' shall be furnished by the Contractor.

Signal Bid Tabulation Sheet

Signal Bid Tabulation Sheet				Stansell		S&W	
Item No.	Description	Unit	Estimated Quantities	Unit Price	Extended Price	Unit Price	Extended Price
-	Signal Head Assembly						
1	3 Section Head	Each	2	\$1,650.00	\$3,300.00	\$1,106.00	\$2,212.00
2	4 Section Head	Each	2	\$2,050.00	\$4,100.00	\$1,402.00	\$2,804.00
3	5 Section Head	Each	2	\$2,350.00	\$4,700.00	\$1,680.00	\$3,360.00
4	Replace Hanging Assembly for Mast Arm Signal Head	Each	5	\$730.00	\$3,650.00	\$921.00	\$4,605.00
5	Replace Hanging Assembly for Span Wire Signal Head	Each	5	\$400.00	\$2,000.00	\$440.00	\$2,200.00
6	Electrical Service Connector	Each	10	\$2,000.00	\$20,000.00	\$11,680.00	\$116,800.00
7	Install Video/Wavetronix Detection Cable	L.F.	200	\$4.40	\$880.00	\$4.00	\$800.00
8	Relocate Aerial Fiber Optic Cable (each pole)	Each	100	\$800.00	\$80,000.00	\$175.00	\$17,500.00
9	Repair/Replace Fiber Optic Termination Splice Unit	Each	1	\$850.00	\$850.00	\$110.00	\$110.00
10	Repair/Replace Fiber Splice Enclosure (Aerial)	Each	11	\$1,800.00	\$19,800.00	\$2,684.00	\$29,524.00
11	Repair/Replace Fiber Splice Enclosure (Underground)	Each	2	\$1,650.00	\$3,300.00	\$2,549.00	\$5,098.00
12	Fiber Optic Cable (72F)	L.F.	10,000	\$4.20	\$42,000.00	\$5.60	\$56,000.00
13	Fiber Optic Drop Cable (12F)	L.F.	2,000	\$3.30	\$6,600.00	\$4.00	\$8,000.00
14	Fiber Optic Splice Fusion	Each	20	\$80.00	\$1,600.00	\$110.00	\$2,200.00
15	Repair/Replace Fiber Optic Drop Panel (12F)	Each	10	\$1,150.00	\$11,500.00	\$2,084.00	\$20,840.00
16	Repair/Replace Fiber Riser	Each	10	\$1,750.00	\$17,500.00	\$1,020.00	\$10,200.00
17	Repair/Replace Fiber Storage Loop	Each	10	\$520.00	\$5,200.00	\$448.00	\$4,480.00
18	Install Pull Box (Fiber Optic Type A)	Each	20	\$3,250.00	\$65,000.00	\$1,683.00	\$33,660.00
19	Install Pull Box (Fiber Optic Type B)	Each	20	\$3,400.00	\$68,000.00	\$1,940.00	\$38,800.00
20	Install Pull Box (Type B-28"x16"x12")	Each	10	\$1,250.00	\$12,500.00	\$1,594.00	\$15,940.00
21	Install Signal Cable - 5 Conductor	L.F.	500	\$3.10	\$1,550.00	\$3.00	\$1,500.00
22	Install Signal Cable - 7 Conductor	L.F.	500	\$3.70	\$1,850.00	\$3.30	\$1,650.00
23	Install Signal Cable - 9 Conductor	L.F.	500	\$4.90	\$2,450.00	\$4.50	\$2,250.00
24	Install Signal Cable - 12 Conductor	L.F.	500	\$6.10	\$3,050.00	\$5.00	\$2,500.00
25	Repair/Replace Messenger Cable	L.F.	1,000	\$2.60	\$2,600.00	\$4.00	\$4,000.00
26	Conduit 2" Diameter (PVC)	L.F.	1,000	\$10.00	\$10,000.00	\$30.00	\$30,000.00
27	Conduit 2" Diameter (RGS)	L.F.	1,000	\$35.00	\$35,000.00	\$46.00	\$46,000.00
28	Conduit (2" Diameter, Schedule 80 PVC, Directional Drill)	L.F.	500	\$50.00	\$25,000.00	\$36.00	\$18,000.00
29	Conduit (2" Diameter, HDPE, Directional Drill)	L.F.	500	\$51.00	\$25,500.00	\$80.00	\$40,000.00
30	Conduit (2" Diameter, HDPE)	L.F.	1,000	\$20.00	\$20,000.00	\$30.00	\$30,000.00
31	Repair/Replace Interconnect Cable	L.F.	0	\$0.00	\$0.00	\$0.00	\$0.00
32	Repair/Replace Span Wire Assembly	L.F.	500	\$5.00	\$2,500.00	\$4.50	\$2,250.00
33	Install/Replace Guying Device (Angle Anchor)	Each	10	\$1,050.00	\$10,500.00	\$941.00	\$9,410.00
34	Repair/Replace Tether Wire Assembly - 1/4" Diameter	L.F.	100	\$4.20	\$420.00	\$4.00	\$400.00
35	Install/Replace Riser Assembly (Signal)	Each	20	\$880.00	\$17,600.00	\$1,020.00	\$20,400.00
36	Trenching (No Rock)	L.F.	1,000	\$40.00	\$40,000.00	\$18.00	\$18,000.00
37	Trenching (Rock)	L.F.	1,000	\$70.00	\$70,000.00	\$30.00	\$30,000.00
38	Repair/Replace Vehicle Loop Detection Wire (In road)	L.F.	500	\$25.00	\$12,500.00	\$9.50	\$4,750.00
39	Repair/Replace Shielded Detector Cable	L.F.	100	\$1.70	\$170.00	\$4.25	\$425.00
40	Installation of Cabinet and Controller	Each	3	\$42,500.00	\$127,500.00	\$36,420.00	\$109,260.00
41	Replace Wood Pole (Signal Support) Class 3 40' Length	Each	10	\$4,650.00	\$46,500.00	\$5,200.00	\$52,000.00
42	Repair/Replace Guying Device	Each	10	\$770.00	\$7,700.00	\$941.00	\$9,410.00

43	Replace Steel Strain Pole (Signal Support)	Each	1	\$13,550.00	\$13,550.00	\$26,005.00	\$26,005.00
-	Replace Cantilever Signal Support (1 Arm)						
44	65 Foot	Each	1	\$35,735.00	\$35,735.00	\$48,961.00	\$48,961.00
45	60 Foot	Each	1	\$32,475.00	\$32,475.00	\$45,066.00	\$45,066.00
46	55 Foot	Each	1	\$31,820.00	\$31,820.00	\$44,738.00	\$44,738.00
47	50 Foot	Each	1	\$29,270.00	\$29,270.00	\$42,098.00	\$42,098.00
48	45 Foot	Each	1	\$27,240.00	\$27,240.00	\$40,115.00	\$40,115.00
49	40 Foot	Each	1	\$25,840.00	\$25,840.00	\$38,752.00	\$38,752.00
50	35 Foot	Each	1	\$21,820.00	\$21,820.00	\$34,586.00	\$34,586.00
51	30 Foot	Each	1	\$20,330.00	\$20,330.00	\$33,045.00	\$33,045.00
52	Install/Replace Pedestal Pole (Type A)	Each	2	\$3,660.00	\$7,320.00	\$4,669.00	\$9,338.00
53	Install/Replace Pedestal Pole (Type B)	Each	2	\$5,730.00	\$11,460.00	\$9,806.00	\$19,612.00
54	Install/Replace Pedestrian Pushbutton Post	Each	2	\$2,600.00	\$5,200.00	\$4,299.00	\$8,598.00
55	Install Foundation (Signal Support) (Per T-SG-10)	Each	2	\$15,500.00	\$31,000.00	\$10,780.00	\$21,560.00
56	Install Foundation (Traffic Signal Cabinet) (T-SG-5)	Each	5	\$3,500.00	\$17,500.00	\$5,453.00	\$27,265.00
57	Install Temporary Traffic Signal System	Each	1	\$5,000.00	\$5,000.00	\$20,579.00	\$20,579.00
58	Bucket Truck Usage (Per Hour)	Hour	20	\$250.00	\$5,000.00	\$175.00	\$3,500.00
					\$1,155,430.00	\$1,271,156.00	



Mt. Juliet, Tennessee

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

Staff Report

File #: 1823

Agenda Date: 8/10/2026

Agenda #: 8.B.

Title:

A RESOLUTION APPROVING TASK ORDER NO. 6 TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CDM SMITH, INC FOR THE WEST DIVISION ST. STORMWATER DRAINAGE PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION - 2026

A RESOLUTION APPROVING TASK ORDER NO. 6 TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CDM SMITH, INC FOR THE WEST DIVISION ST. STORMWATER DRAINAGE PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of Mt. Juliet seeks to protect the health, safety, and welfare of the citizens of Mt. Juliet by providing adequate and efficient stormwater infrastructure; and

WHEREAS, the City of Mt. Juliet desires to mitigate flooding along portions of W. Division Street which lie in FEMA Flood Hazard Zone AE; and

WHEREAS, the City of Mt. Juliet desires to utilize the services of CDM Smith, Inc for professional consulting services related to the development, design, and construction of the Project; and

WHEREAS, CDM Smith, Inc has provided the City with Task Order #6 to the master agreement for the purpose of establishing scopes of work and associated costs for consulting services on the Project; and

WHEREAS, the City of Mt. Juliet desires to approve Task Order #6 to the master agreement with CDM Smith, Inc.

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

Section 1. The Board of Commissioners approves Task Order #6 to the agreement with CDM Smith, Inc.

Section 2. Mayor James Maness is hereby authorized to execute the said contract with the Contractor.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

RESOLUTION - 2026

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION APPROVING TASK ORDER No. 6 TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CDM SMITH, INC FOR THE WEST DIVISION ST. STORMWATER DRAINAGE PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

- The project: Design, bidding, and professional construction services to construct a project that mitigates flooding issues on W. Division St west of Mt. Juliet Elementary
- Contract: The City has a master agreement in place with CDM Smith. These agreements are to add to that agreement with services related to the survey, design, construction, and administration of the projects..
- Funding: This project is funded through the approved FY26-27 budget.
- Official act: This resolution is to provide formal support of the contract and to authorize the Mayor to sign the contract.

**TASK ORDER NO. 6 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 6, dated July 10, 2026 attached to and made part of the Master Services Agreement for 2025 Drainage Projects dated, 10/28/2024 between the City of Mt. Juliet (City) and CDM Smith Inc (Engineer). Through this Task Order, the Engineer will develop designs for an additional neighborhood drainage improvement project site within the City.

Background

In May 2025, the Engineer began design of the Phase I neighborhood drainage improvement project sites within the City, under Task Order #1, which developed designs for the Belinda, Clearview-Barrett, and Weston site locations. Task Order #2 was developed in June 2025 to accommodate additional survey, easements and construction management services for the Phase I projects. Task Order #3 covered the design, permitting, easement exhibit development, Level A subsurface utility engineering (SUE) survey and construction-related assistance for the Springdale and Sunnymede site locations, as well as remaining easements and geotechnical services for Clearview and Belinda. This Task Order will involve design and permitting for stormwater drainage improvements along the West Division Street site. Three milestones for design deliverables (10/60/100-percent) are described in the following sections and will include plan and profile storm sewer design drawings, an identification of potential utility conflicts and construction challenges, and an opinion of probable construction cost (OPCC).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: West Division Street Stormwater Drainage Project.

1. Scope of Services

Engineer shall provide for City the following specific Services:

The following Tasks 1 through 8 describe the scope of work. To advance the stormwater improvements to a 100-percent design level, additional evaluations and design efforts are required due to the unique site conditions at the Mount Juliet Elementary School property and its proximity to existing water features. A Subsurface Utility Engineering (SUE) investigation will be required to identify and evaluate existing underground utilities and potential conflicts affecting the proposed drainage improvements. A topographic and site survey will also be necessary to support design and permitting activities and to prepare easement exhibits and legal descriptions needed for property acquisition.

Given the anticipated subsurface conditions, including the likely presence of rock, geotechnical exploration and geotechnical engineering evaluations will be required to support design of stormwater infrastructure and any associated storage facilities.

The project will require hydrologic and hydraulic (H&H) analyses, including flood routing and possible storage evaluation, to reduce localized flooding impacts and manage discharges to the downstream creek system. The design may incorporate approximately up to 5 acre-feet of stormwater storage, potentially through detention, retention, swales, or other stormwater management features, in addition to storm sewer conveyance improvements.

Due to the proximity of regulated water resources and other site characteristics, environmental permitting will be required and may necessitate supporting environmental surveys and coordination with regulatory agencies.

These efforts represent additional civil engineering and permitting scope beyond prior task orders focused primarily on stormwater conveyance improvements and are necessary to deliver a complete, constructible stormwater solution for this site.

Task 1—Topographic Survey

- Field survey will be conducted at one (1) project location, located near Mt. Juliet Elementary School, limited to the north by the railroad tracks along West Division Street. Survey limited to fifteen (15) acres. Additional survey limitations are listed in the Assumptions section, herein. If actual requirements exceed this level of effort, the Engineer will notify the City and request an amendment to add scope and fees.

Task 2—Data Gathering, Analysis, and H&H (Hydrologic and Hydraulic) Model Updates

- The data required to compile the design drawings will be collected as needed. Publicly available datasets such as LiDAR, wetland extents, and aerials will be analyzed as needed. Datasets such as parcels, drainage lines, and utility/transportation data will be provided by the City.
- Hydrologic and hydraulic modeling completed during the prior master planning effort will be updated with the field survey data to validate previous assumptions about the system.

Task 3— Subsurface Utility Engineering Survey (SUE) Survey

- The Engineer will perform a Level A, SUE survey. Up to 5 SUE Level A test holes will be excavated to confirm the existence and the vertical and horizontal locations of the utilities. Field activities are assumed to take up to two (2) days to complete.
All utilities identified during the survey will be located with GPS survey equipment and an exhibit will be issued once the Subsurface Utility Engineering Survey is complete.

- Assumptions and Limitations related to the SUE Survey are provided later in this scope.

Task 4—Easement Exhibits

- The Engineer will develop easement exhibits and descriptions for up to five (5) parcels. The City will be responsible for developing, negotiating, and obtaining easement agreements.

Task 5- Geotechnical Evaluation

Geotechnical services to investigate subsurface rock is expected to be necessary for up to five (5) locations at the West Division site. If subsurface rock is considered an issue for other locations, additional investigations may be required.

- Geotechnical Borings: A design report for this project will be prepared to assist in evaluating design feasibility. The scope includes the following:
 - Soil borings will be performed at the location designated by Engineer, or offset as needed for utilities, to a depth ranging from 7 to 13 feet, using hollow-stem augers and rock coring as required. SPT samples will be collected at specified intervals and soil/rock will be logged per USCS and RQD standards.
 - Groundwater depth will be measured, soils will be classified in the field, rock cores will be logged and borings will be backfilled with auger cuttings (sand/bentonite as needed). A boring log will be prepared with location plan, and a summary report for each site group. A data report will be provided and will include procedures, conditions, logs, and plans; laboratory testing is not included. Site access will be coordinated by the City and additional limitations and assumptions are listed later in the scope.
- Geotechnical Analysis
 - To provide clarity for the constructability of designs, the Engineer will perform geotechnical evaluations, develop earthwork specifications, and provide quality reviews for designs.

Task 6 –Design drawing development

Design drawings are to be developed by the Engineer. Deliverables will be provided at the following milestones:

- **10-percent:** The updated SWMM model will be used to evaluate the peak stages, flow, and velocities of the proposed improvements. Preliminary design drawings will be based on sizes and layouts generated from the H&H modeling. Drawings will include conveyance routing and proposed infrastructure sizes with suggested slopes, cross sections, and inverts that will be used for 60/100 design sets. Design scenarios will be developed and modeled to evaluate performance of proposed improvements.
- **60-percent:** Design drawings will be refined based on survey. Inverts, easement requirements, and routing will be determined in this phase. Plan and profile drawings (up to 8 sheets per project) will be produced with estimates for local drainage features and cut/fill requirements. The Engineer will use TDOT and/or local design details and specifications for project elements wherever possible (budget assumes up to 2 detail sheets with references to TDOT standards as appropriate). Required specifications will be identified at the 60-percent design phase. Design

scenarios will be refined and modeled to evaluate performance of proposed improvements. Any additional specifications required for construction of the project will be included on the drawings. Engineer assumes the design will include open-cut installation of the new piped network and that jack and bore installation will not be required.

- **100-percent:** Pre-final drawings and specifications will be produced based on City feedback on the 60 percent deliverable and progressing the design to completion. The plan set delivered at the pre-final stage is assumed to be adequate for construction. An OPCC will also be produced at the pre-final stage. Upon review of the 100-percent design sets by the City, a final design set will be produced and sealed by the Engineer.
- **For Bid Documents:** Bid Documents and Forms, including front-end documents, scope of work, minimum qualifications, construction schedule, sample agreement, and cost schedule will be prepared.
 - The City will provide guidance on specific requirements for bidders, such as required certifications, licenses, bonding and requirements (such as for small and minority businesses). The sample agreement (draft construction contract) will be developed with assistance from the City.

If actual requirements exceed this level of effort, the Engineer will notify the City and request an amendment to add scope and fees.

Task 7—Permitting

- TDEC ARAP Permit
 - Due to the proximity to waterbodies, the work could require the Aquatic Resource Alteration Permit (ARAP) from the State. This scope covers the following:
 - Prepare ARAP permit application package, including project description, impact assessment, and required TDEC forms based on final design plans.
 - Conduct one site visit for stream and wetland (if applicable) verification, including photo documentation, Hydrologic Determination Field Data Sheets, and a report of findings.
 - Update previously prepared site survey based on the field delineations of streams and wetlands.
 - Conduct desktop review for mapping and impact calculations.
 - Submit the permit application to TDEC and coordinate with the agency through one round of comments and responses.
 - Provide mapping and narrative updates for minor revisions requested by TDEC, excluding major design changes, mitigation planning, or additional studies.
- USACE 404 Nationwide Permit (NWP)
 - A USACE 404 NWP could be required in addition to the TDEC ARAP Permit. This scope covers the following:
 - Confirm appropriate NWP category, eligibility, and conditions for use.
 - Coordinate and attend up to one in-person coordination meeting with USACE representatives.
 - Prepare and submit the application forms, project plans, impact tables and maps, and documentation of avoidance/minimization measures.
 - Coordinate with TDEC to ensure that applications and corresponding documentation are provided to USACE.

- Address USACE requests for additional information (RAIs).

Task 8— Project Management

This task covers the meetings, quality protocols, and administrative services related to the design and permitting phases of this project. The Engineer will meet with the City project team at key points throughout the project. Attendance at up to nine (9) virtual and three (3) in-person monthly project progress meetings. This task also includes time for project management, project administration and technical review by senior technical specialists. For budgeting purposes, it is assumed that services under the amendment will be completed within eighteen (18) months.

2. Basis of Estimate and Limitations

- Peak stages, flow, and velocities of the proposed improvements will be evaluated for the mean annual, 5, 10, 25, and 100 year 24 hour design storms using an NRCS Type II distribution and NOAA Atlas 14 rainfall.
- At this time, structural requirements for infrastructure and preferences are not yet known. If actual requirements exceed this level of effort, the Engineer will notify the City and request an amendment to add scope and fees.
- The Topographic Survey task assumes the following:
 - A minimum of two (2) project control points in Tennessee State Plane Coordinates referenced to the NAD83(2011) horizontal datum and the NAVD88 vertical datum will be established on-site and tied to the Tennessee GNSS Reference Network at the (1) location.
 - The Engineer will provide an Existing Conditions and Topographic Survey, as specified, in one (1) location.
 - The Engineer will provide topographic data to be collected with sufficient detail to depict one (1) foot contour intervals and will meet the Tennessee Standard of Practice for Topographic Surveys.
 - The horizontal location of any above-grade features, including any visible structures, walls, fences, sidewalks, curb cuts, and driveways with labels.
 - The horizontal location of above-grade utilities, including utility poles, utility lines, guy wires, etc.
 - Evidence of sub-surface utilities such as valve boxes, manholes, pull boxes, meters, cabinets, and vaults along with any painted, flagged, or otherwise marked evidence of buried utility line locations as provided by TN811.
 - The Engineer will submit a One Call ticket before fieldwork. However, the Engineer holds no responsibility for unresponsiveness or incomplete markings provided by the service.
 - For stormwater and wastewater structures, junction boxes, and other subsurface vaults, the top elevation and accessible inverts of all pipes entering and exiting the structure will be located and shown on the drawing, along with sizes and material types if attainable.
 - The Engineer will provide trees with sizes and types unless they are in a dense area of trees, which will just show the outline of the tree line within the project corridor.

- The Engineer will perform Level B, Subsurface Utility Engineering (SUE) utility locates along the four (4) project corridors. However, several factors can result in a line being mismarked or left unmarked by our technicians that are beyond the control of the Engineer or its team members. These include, but are not limited to, a lack of adequate prints or available site knowledge, a lack of access to utilities (i.e. vaults, cleanouts, etc.), and a lack of visual indications of the utility's presence.
- The survey will be prepared using Autodesk Civil3D CAD Software in accordance with the Engineer's engineering standards and templates. The final survey drawing will be delivered in a signed PDF format and a Civil3D dwg.
- Any traffic control required to complete the survey work will be coordinated by and provided by the City.
- The permitting task assumes the following:
 - Impacts are limited to one stream crossing with no wetlands or ESA-listed species, and no compensatory mitigation plan is required.
 - One site visit for stream verification and photo documentation is included.
 - Only one round of TDEC comments and one round of USACE comments will be addressed, and responses will involve minor narrative or mapping updates—not redesign or new studies.
 - No preparation of mitigation plans, purchase of credits, or biological surveys.
 - Due to the relatively small size of each project, it is assumed that a construction general permit from the State will not be required for any of the individual projects.
 - Mitigation fees or plans for stream and wetland impacts are not included.
 - Species specific surveys for protected species as may be requested by USFWS are not included.
 - Surveys for culturally or historically significant resources as may be requested by NCHPO are not included.
 - It is assumed that no additional field work will be required for the submittal of the USACE NWP on top of that performed to submit the TDEC ARAP permit.
 - It is assumed that TDEC will coordinate with USACE for the submittal of the 404 NWP.
 - The project disturbed area is anticipated to be less than 1 acre. An NPDES Construction permit is not expected to be required, so is not included in the scope
 - Neither a CLOMR nor a LOMR are expected to be required, so are not included in this scope, but if requested by the City, the scope can be amended.
 - It is assumed that wetland and environmental impacts will be considered de minimis and no mitigation measures will be required.
 - It is anticipated that all work activities can occur outside of the 30-foot wide water quality riparian buffer zone.
 - Additional mitigation plans, permits, or other regulatory documentation are not included in this work order. The City will be responsible for notifying the public and property owners.
- The SUE survey task scope assumes the following:
 - The Engineer and their subconsultant, Athena Engineering, are to be granted access to the Site upon notice to proceed.

- Traffic control is not assumed to be required and is not included in this scope.
 - City will coordinate all public notices and landowner contact.
 - City will supply survey control, or an OPUS solution will be used to establish control.
 - City will coordinate all public notices and landowner contact and provide a location to dump spoils from excavation at no charge to the Engineer or their subconsultant.
 - All locations will be located in grass areas.
 - No pavement or concrete coring is assumed. If large obstructions are encountered that cannot be removed or if no utility is found within a reasonable depth, the location will be abandoned.
- The Geotechnical Borings task scope assumes the following:
 - The City will coordinate access to the site and notify affected property owners. Special training, badges, or escorts will not be required for access to the project site. The drilling can be completed during normal daylight working hours (i.e., 8 a.m. to 5 p.m.) without interruption.
 - The Engineer's Subconsultant, Athena, will contact Tennessee811 to locate utilities. Athena will rely on the City personnel to locate any utilities not located by the Tennessee811 service. A GPR scan of the boring locations is available to help identify underground obstructions that might affect drilling.
 - Overburden materials at the site do not include rubble or shot-rock fill, which can be difficult to penetrate using standard auger drilling techniques.
 - Site restoration services (except backfilling borings with auger cuttings, augmented with sand and/or bentonite chips if needed) is not included. Any ruts or damage to vegetation that occurs during exploration are not scoped to be restored. Surveying of the boring locations is not included in this scope.
 - The boring locations are accessible with track-mounted equipment and pickup trucks without grading or clearing of brush/debris.
 - No traffic control to block lanes of traffic is assumed to be required to perform exploration, so is not included in the scope.
 - Laboratory testing is not included in this scope. Evaluation of the site for the presence or absence of asbestos, lead-based paint, organic growth or toxic mold, radon, wetlands, endangered or threatened species, historic or cultural resources, historic land use, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air is not included in this scope.
 - The City shall be responsible for payment of all permit application fees, review fees, and related charges required by regulatory agencies for the execution of the Project. The Engineer shall assist in preparing and submitting permit applications as outlined in the Scope of Services, but shall not be responsible for payment of any such fees.
 - Engineer shall not be responsible for delays resulting from easement acquisition, permitting approvals, or any other circumstances beyond Engineer's reasonable control. If the Project schedule extends beyond the durations defined herein for reasons outside Engineer's control, Engineer reserves the right to request an Amendment to adjust scope, schedule, and/or

compensation accordingly.

- The Engineer shall have the right to rely upon all data, reports, surveys, maps, drawings, specifications, geotechnical information, environmental studies, and other information provided by the City or third parties without independent verification, except to the extent the Engineer identifies obvious errors or inconsistencies. The Engineer shall not be responsible for the accuracy or completeness of such information and shall not be liable for any damages resulting from reliance on inaccurate or incomplete data supplied by others.

3. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

Based on the time frame of the proposed tasks, design and permitting is anticipated to be completed in 18 months. Deliverables and reviews will be coordinated with the City staff.

4. Compensation and Invoicing

Budget

See the table below for estimates of total hours and costs for these tasks. The City and Engineer agree that the task budgets shall not constitute upper limits per each individual task.

Task Name	Hours	Cost (\$)
Task 1—Topographic Survey	N/A	\$35,354
Task 2—Data Gathering, Analysis, and H&H (Hydrologic and Hydraulic) Model Updates	79	\$14,316
Task 3— Subsurface Utility Engineering Survey (SUE) Survey	N/A	\$32,198
Task 4—Easement Exhibits	N/A	\$16,489
Task 5- Geotechnical Evaluation	N/A	\$7,854
Task 6 –Design drawing development	726	\$134,698
Task 7—Permitting	132	\$26,582
Task 8— Project Management	151	\$25,822
Total not to exceed:		\$293,313

Project Billing Rates

July 1, 2026, the Engineer will implement updated billing rates to reflect current labor costs. Updated rates will apply to all services performed on or after July 1, 2026, and will remain in effect for the remainder of the project duration.

Task Name	Hours
Officer	\$258
Senior Engineer	\$232
Client Manager	\$216
Project Manager	\$216
Engineer 6	\$191
Engineer 5	\$185
Engineer 4	\$160
Engineer 3	\$144
Engineer 2	\$129
Engineer 1	\$118
Senior Designer/Drafter	\$155
Designer/Drafter	\$139
Senior Cost Estimator	\$165
Junior Cost Estimator	\$103
Project Accounting	\$93

The Engineer will utilize subcontractors to perform portions of the Work and shall invoice such services at the subcontractor's actual cost plus a ten percent (10%) markup. This markup includes administrative, coordination, and overhead expenses related to subcontractor management.

Invoicing

Invoicing will take place on a monthly time and materials basis and will include an itemized list of hours spent by task/subtask featuring the title and rate of Engineer staff performing the work.

A status report that provides updates on deliverables and describes work completed during the invoice period will be submitted with each invoice.

5. Terms and Conditions

The terms and conditions in the Master Services Agreement shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced.

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER:

BY: James Maness
TITLE: Mayor

ADDRESS FOR GIVING NOTICES:

2425 N Mt. Juliet Road
Mt. Juliet, TN 37122

ENGINEER:



BY: Aaron Rogge, PE
TITLE: Client Service Leader

ADDRESS FOR GIVING NOTICES:

210 25th Ave N Suite 1102
Nashville, TN 37203



Mt. Juliet, Tennessee

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

Staff Report

File #: 1832

Agenda Date: 8/10/2026

Agenda #: 8.C.

Title:

A RESOLUTION APPROVING GRANTS BY THE CITY OF MT. JULIET AS PREVIOUSLY
BUDGETED IN THE 2026/2027 BUDGET ORDINANCE 2026-48

RESOLUTION - 2026

A RESOLUTION APPROVING GRANTS BY THE CITY OF MT. JULIET AS PREVIOUSLY BUDGETED IN THE 2026/2027 BUDGET ORDINANCE 2026-48

WHEREAS, the City of Mt. Juliet desires to contribute for the general welfare of the citizens and Mt. Juliet; and

WHEREAS, TCA 6-54-111 provides that cities may appropriate funds for the financial aid of any nonprofit charitable organization or any nonprofit civic organization; and

WHEREAS, the Board of Commissioners have approved the expenditure of monies in the form of grants in the 2026-2027 budget year.

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

Section 1. The Finance Director will make payments in the amount approved by the Board of Commissioners as attached.

Section 2. The organization receiving the grant shall file with the Finance Director a copy of its annual report of its business affairs and transactions, a copy of its annual audit report, an explanation of its program and a statement of its proposed use of the funds given to it by the City of Mt. Juliet.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

RESOLUTION - 2026

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

City of Mt. Juliet
2026-2027 Grants/Donations

		Approved FY 24/25	Approved FY 25/26	Requested FY 26/27	Submitted for Approval
44800-720	Mt. Juliet Library	156,000.00	156,000.00	158,000.00	156,000.00
	Subtotal	156,000.00	156,000.00	158,000.00	156,000.00
44300-753	15th Judicial District Child Advocacy Center	1,500.00	1,500.00	3,000.00	1,700.00
44300-752	Charis Health Center	7,200.00	7,200.00	8,000.00	8,000.00
44300-772	Compassionate Hands	250.00	2,000.00	2,000.00	2,000.00
44300-768	Drug Free Wilson Co	2,000.00	2,000.00	2,000.00	2,000.00
44300-760	Easterseals (formerly Prospect)	2,500.00	2,500.00	2,750.00	2,750.00
44300-724	Empower Me Day Camp	3,000.00	3,000.00	10,000.00	3,250.00
44300-775	Friends of MJ Bicycle& Pedestrian Advisory Committee	-	1,000.00	10,000.00	1,300.00
44300-771	Green Hill Sports Association	9,300.00	9,570.00	15,000.00	16,325.00
44300-776	Homesafe of Sumner, Wilson, & Rutherford Counties	-	1,000.00	3,000.00	1,246.00
44300-761	Lantern Lane Farm	5,000.00	5,000.00	12,600.00	5,500.00
44300-744	Leadership Wilson - Youth Program	750.00	826.00	1,500.00	1,500.00
44300-731	Mid-Cumberland (Agency Dues)	2,604.00	2,604.00	2,604.00	2,604.00
44300-730	Mid-Cumberland Meals On Wheels	8,000.00	8,000.00	8,000.00	8,000.00
44300-722	Mt. Juliet Chamber of Commerce	6,000.00	6,000.00	9,500.00	6,200.00
44300-726	Mt. Juliet Help Center	5,500.00	5,500.00	10,000.00	8,000.00
44300-732	Mt. Juliet League - Baseball/Softball & Improvements	73,425.00	72,800.00	82,000.00	80,150.00
44300-735	Mt. Juliet League/Challenger League	7,500.00	7,500.00	8,000.00	7,700.00
44300-751	Mt. Juliet Police Cadets - Post 465	5,000.00	5,000.00	5,000.00	5,000.00
44300-777	Mt. Juliet Police Foundation	-	1,000.00	6,000.00	1,500.00
44300-720	Mt. Juliet WW Senior Citizens Center	15,000.00	15,000.00	20,000.00	17,000.00
44300-734	Mt. Juliet Youth Sports Association	20,500.00	21,125.00	22,500.00	21,000.00
44300-774	The Transit Alliance of Middle TN	250.00	500.00	1,250.00	550.00
44300-763	TN Small Business Development Center @ VSCC	2,500.00	2,500.00	5,000.00	2,600.00
44300-773	Veterans BBQ Camp	250.00	500.00	5,000.00	900.00
44300-733	West Wilson Basketball	35,300.00	37,500.00	38,000.00	37,500.00
44300-740	Wilson Books from Birth	2,500.00	2,500.00	2,500.00	2,500.00
44300-767	Wilson County Community Help Center	1,000.00	1,000.00	3,000.00	1,200.00
44300-747	Wilson County CASA	2,000.00	2,000.00	3,000.00	2,225.00
44300-764	Wilson County Rehab 23	2,250.00	2,500.00	3,500.00	3,000.00
44300-719	Wilson Rides	4,000.00	4,000.00	9,980.00	4,800.00
44300-	<i>Tennessee Flyers Baseball</i>	-	-	2,500.00	
44300-	<i>Wilson United Soccer League, Inc</i>	-	-	45,000.00	
	Total	225,079.00	233,125.00	362,184.00	258,000.00
44300-254	RTA (Communter Rail)	30,000.00	72,000.00	82,000.00	82,000.00
	Grand Total	\$411,079.00	461,125.00	602,184.00	496,000.00



Mt. Juliet, Tennessee

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

Staff Report

File #: 1824

Agenda Date: 8/10/2026

Agenda #: 8.D.

Title:

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR BID AND CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE MT. JULIET ROAD ADA UPGRADES, PHASE 2 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION -2026

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR BID AND CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE MT. JULIET ROAD ADA UPGRADES, PHASE 2 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of Mt. Juliet seeks to improve multimodal connectivity and transportation options within the City; and

WHEREAS, the City of Mt. Juliet is preparing for the construction of Mt. Juliet Road ADA Upgrades, Phase 2 project, which will replace sidewalks on both sides of Mt. Juliet Road between Old Lebanon Dirt Road and Weston Drive with 6-foot-wide ADA compliant sidewalks; and

WHEREAS, the City of Mt. Juliet is presently contracted with Kimley-Horn for the design of the project; and

WHEREAS, Kimley-Horn has provided the City of Mt. Juliet with an amendment for bid services and CEI services and to establish fees for the services; and

WHEREAS, the City of Mt. Juliet desires to approve the amendment to the agreement with Kimley-Horn for CEI services.

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

Section 1. The Board of Commissioners approves the Amendment with Kimley-Horn.

Section 2. Mayor James Maness is hereby authorized to execute the said Amendment with Kimley-Horn.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

RESOLUTION -2026

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

RESOLUTION _-2026

RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR BID AND CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE MT. JULIET ROAD ADA UPGRADES, PHASE 2 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

- The project: This project will replace sidewalks on both sides of Mt. Juliet Road between Old Lebanon Dirt Road and Weston Drive with 6-foot-wide ADA compliant sidewalks
- Contract: The City is currently under contract for engineering services with Kimley-Horn for the project. The scope for CEI was already set in the original contract, but the fees associated with CEI services were held out until a clearer scope of man-day estimates could be completed. With plans, specifications, and estimates now complete, the fees have been established and are now presented in the proposed amendment.
- Funding: This phase of work will be paid for with construction grant funds on the project. The construction funds are paid by Federal grant funds with a 20% local match.
- Official act: This resolution is to provide formal support of the amendment and to authorize the Mayor to sign the amendment.

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN THE CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC.**

Amendment number 01 dated July 20, 2026 to the agreement between the City of Mt. Juliet, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated January 18, 2022 ("the Agreement") concerning Mt. Juliet Road ADA Upgrades, Phase 2 (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

For the Services set forth in Exhibit A, Client shall pay Consultant the following additional compensation:

Task 8 – Construction Engineering Inspection (CEI) Services	\$220,000
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The lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

CLIENT:

CITY OF MT. JULIET

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: _____

By: Mark Boyd, PE

Title: _____

Title: Senior Project Manager

Date: _____

Date: July 20, 2026

Exhibit A

Consultant shall perform the following Additional Services:

Task 8 – Construction Engineering Inspection (CEI) Services

Kimley-Horn, together with our subconsultant – Pape-Dawson Engineers, LLC. [formerly Ragan Smith and Associates, Inc. (RSA)] - subsequently referred to as “The Kimley-Horn Team” – will provide Construction Engineering and Inspection (CEI) services for the Client in accordance with Appendix C, Roadway and Bridge Field Construction Procedures, in the TDOT “Local Government Guideline for the Management of Federal and State Funded Transportation Projects”. The Kimley-Horn Team will provide the appropriate field and office staff required to assist the Client in compliance with the guidelines for Locally Managed Projects as outlined in the sub-tasks below. It is assumed that there will be one (1) construction contract for the entire project and that one (1) inspector will be provided on-site for six (6) months in the field for this construction project.

Task 8.1 – Project Meetings

Task 8.1.1 – Pre-Construction and Pre-Erosion Conference

The Kimley-Horn Team will prepare for and conduct one (1) Pre-Construction and Pre-Erosion Conference at a time and location determined by the Client and TDOT. The Kimley-Horn Team will respond in writing to issues that arise at the meeting. The Kimley-Horn Team will prepare and distribute meeting minutes.

Task 8.1.2 – Construction Progress Meetings

The Kimley-Horn Team will lead monthly construction progress meetings with TDOT personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. This sub-task will consist of scheduling the meeting, preparing the meeting agenda, attending and producing meeting minutes for up to six (6) monthly progress meetings.

Task 8.2 Project Administration

The Kimley-Horn Team will provide project administration and coordinate with the assigned TDOT Supervisor. The Kimley-Horn Team will prepare for and attend, when requested, periodic or in- depth inspections that may be conducted on the project related to project work, progress or records. The Kimley-Horn Team will prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. The Kimley-Horn Team will provide inspectors and assistance to adequately oversee all work being done on the contract. The Kimley-Horn Team will monitor Consultant hours worked on the project and justify need for overtime. Prior to starting work, The Kimley-Horn Team will submit to the TDOT Supervisor a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the TDOT Supervisor and be available at any time in the case of an emergency on the project. The Kimley-Horn Team, acting as project administrator, should also obtain from the contractor a list of contractor’s personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

Task 8.3 – Supplemental Agreements / Construction Change Orders

The Kimley-Horn Team will notify the Client of the necessity for any Supplemental Agreements / Construction Changes. The Kimley-Horn Team will negotiate prices for additional pay items with the contractor while adhering to the “TDOT Average Unit Price” listing when possible and coordinate acceptance of prices with the City. The Kimley-Horn Team will prepare the Supplemental Agreement / Construction Change and submit to the Client for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Accounts as defined in the TDOT Standard Specifications and recorded on forms supplied by TDOT. The Kimley-Horn Team will review any Value Engineering Change Proposals and Prepare recommendations for the Client.

Task 8.4 Shop Submittals

The Kimley-Horn Team will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. The Kimley-Horn Team will conduct up to (10) reviews.

Task 8.5 Quality Assurance, Testing for Acceptance, and Training

The Kimley-Horn Team will provide certified and trained personnel for field, plant testing and inspection as defined in the Contract, Plans, specifications and document testing on standard forms normally used by TDOT. Field testing will consist of TDOT / ACI tests for concrete including concrete plant, nuclear density testing of subgrade and earthwork, base stone, and asphalt as defined in the Standard Specifications and the TDOT sampling and testing schedule. The Kimley-Horn Team will provide miscellaneous checking of application rates, dimensions, and bearings to assure conformance to Plans and Specifications. In the event of notification of defective concrete as defined in the Specifications, the Kimley-Horn Team will submit the initial information on TDOT standard forms and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by The Kimley-Horn Team for conformity to the Specifications. The Kimley-Horn Team will include a Final Materials and Tests Certification in the Final Records submitted to the City.

Task 8.6 Progress Payments

The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by the special provisions in the contract, from change orders or force accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The TDOT District Supervisor must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the TDOT District Supervisor for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the District Supervisor. Estimate “cut-off” will be as follows:

Region 2 & 3: the last day of each month, except for the month of June with the submission of the quantities to the TDOT District Supervisor for review and payment by the sixth of each month.

Copies of approved subcontracts as well as copies of actual DBE subcontractor’s contracts should be on file prior to the first Progress Payment.

Site Manager will be utilized for all project records/documentation and estimate payments.

Task 8.7 Revisions to the Contract Plans

Any revisions to the contract plans or cross sections will be submitted by The Kimley-Horn Team to the TDOT Supervisor for processing.

Task 8.8 Distribution of Correspondence

The Kimley-Horn Team will submit to the TDOT District Supervisor a copy of all correspondence between the Kimley-Horn Team, contractor, subcontractor, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.

Task 8.9 Inspection of Work

Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record quantities for payment. Record field measurements in project records for review by the Department or auditors. The records will be recorded by The Kimley-Horn Team in SiteManager for review by the Department or auditors. The Kimley-Horn Team will check traffic control daily, and additionally as required or requested. The Kimley-Horn Team will notify the contractor of deficiencies or problems immediately. The Kimley-Horn Team will document weekly project traffic control on forms supplied by the Department and distribute as required. The Kimley-Horn Team will inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies.

The Kimley-Horn Team will assure that the QA/QC consultant is performing the duties described in the Contract and review documents required quarterly by the QA/QC consultant prior to submitting to the TDOT District Supervisor for forwarding. The Kimley-Horn Team will verify the days the QA/QC consultant is on the project. The Kimley-Horn Team will coordinate the recommendations of the QA/QC consultant with the prime contractor for conformance to TDEC policies. The Kimley-Horn Team will prepare to justify any and all pay quantities in the case of questions by the contractor or Department. The Kimley-Horn Team will prepare an accurate daily diary, signed by the inspector in SiteManager, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given by the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report numbers, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life.

Task 8.9.1 Erosion Control Inspection

The Kimley-Horn Team will inspect erosion control items up to twice a week for conformance to the plans as well as effectiveness in the field and will notify the contractor of deficiencies. These inspections shall follow the current National Pollution Discharge Elimination System (NPDES) Construction General Permit (CGP) and the TDOT Statewide Storm Water Management Plan (SSWMP) requirements. These inspection services shall include reviewing the installation, maintenance, effectiveness, and phasing of EPSC measures; evaluating stabilization activities and permit compliance. The Kimley-Horn Team shall maintain and update field SWPPP documentation, provide recommendations for corrective actions and plan revisions, monitor sedimentation concerns, maintain inspection records and photographic documentation, and prepare required inspection reports, quarterly reports, and supporting permit documentation.

Task 8.10 Contractor's Payrolls, Employee Interviews and Contract Compliance

The Kimley-Horn Team will receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. The Kimley-Horn Team will notify the prime contractor of late payrolls and request immediate submission. The Kimley-Horn Team will notify the City prior to withholding payments. The Kimley-Horn Team will conduct employee interviews on the forms normally used by TDOT and compare to the submitted payrolls for accuracy. The Kimley-Horn Team will notify the prime contractor of inaccuracies and resolve discrepancies. The Kimley-Horn Team will adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

Task 8.11 Reports

There are numerous reports, documents, etc. that must be generated in the process of contract administration. The Kimley-Horn Team will maintain either electronic or paper copies of project documentation in compliance with the TDOT Standard Operating Procedures.

Task 8.12 Final Records

The Kimley-Horn Team will submit a compilation of project records in the Department's standard format to the Final Records Department after project completion. The Kimley-Horn Team will make corrections if notified and resubmit the records and a final estimate for the project at the appropriate time. The Kimley-Horn Team will submit all final forms (FHWA-47, CC3, etc.) with the final records. The Kimley-Horn Team will coordinate consultant hours after the project completion with the TDOT District Supervisor for approval.

Task 8.13 Project Claims

The Kimley-Horn Team will prepare documentation and assist in the defense of the Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1830

Agenda Date: 8/10/2026

Agenda #: 8.E.

Title:

A RESOLUTION SUPPORTING A GRANT APPLICATION FOR THE BELINDA PARKWAY
SIDEWALK, PHASE II PROJECT BY THE CITY OF MT. JULIET FOR THE TENNESSEE
DEPARTMENT OF TRANSPORTATION'S (TDOT) UPCOMING TAP GRANT CYCLE

RESOLUTION -2026

A RESOLUTION SUPPORTING A GRANT APPLICATION FOR THE BELINDA PARKWAY SIDEWALK, PHASE II PROJECT BY THE CITY OF MT. JULIET FOR THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S (TDOT) UPCOMING TAP GRANT CYCLE

WHEREAS, the City of Mt. Juliet seeks to improve multimodal connectivity to provide alternative transportation options for all users; and

WHEREAS, the Mt. Juliet BPAC supports and recommends the grant application for TDOT's upcoming TAP grant cycle for the Belinda Parkway Sidewalk, Phase II project; and

WHEREAS, this project will construct a 6-foot-wide sidewalk along the north/east side of Belinda Parkway from the Mundy Memorial Park trail entrance to S. Rutland Road and will include a connection to the existing Providence Greenway Trail along S. Rutland Road; and

WHEREAS, this project is being submitted for TDOT's Transportation Alternatives Program (TAP) Grant cycle, which would cover 80% of the project cost, if awarded.

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 support the grant application for the Belinda Parkway Sidewalk, Phase II project for TDOT's upcoming grant cycle and the required 20% match.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

RESOLUTION -2026

ATTEST:

Jennifer Hamblen, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION SUPPORTING A GRANT APPLICATION FOR THE BELINDA PARKWAY SIDEWALK, PHASE II PROJECT BY THE CITY OF MT. JULIET FOR THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S (TDOT) UPCOMING TAP GRANT CYCLE

Executive Summary

- The project: The Belinda Parkway, Phase II project is a continuation of the Phase 1 project that was completed in 2020 and will extend the sidewalk eastward to S. Rutland Road. The project will construct a 6-foot-wide sidewalk along the north/east side of Belinda Parkway from the Mundy Memorial Park trail entrance to S. Rutland Road and will include a connection to the existing Providence Greenway Trail along S. Rutland
- Funding: TDOT's Transportation Alternatives Program (TAP) grant covers 80% of the project cost, with 20% being the City's match. The estimated total project cost is \$3,428,915.00. Therefore, if awarded, the grant would cover \$2,743,132 and the City's match would be \$685,783.
- Official act: This resolution is to provide formal support for the grant application and the local match required.

Belinda Parkway Sidewalk, Phase II TAP Grant Application Narrative

Project Description:

Phase II of the Belinda Parkway Sidewalk project is a proposed 6-foot-wide sidewalk that will extend the existing Belinda Parkway sidewalk network eastward and southward to connect to the Providence Greenway Trail that exists along S. Rutland Road. The 6-foot-wide concrete sidewalk is proposed along the north and east side of Belinda Parkway and will be approximately 1.22 miles in length. The project will begin with a connection to the existing trail entrance to the City of Mt. Juliet's Sgt. Jerry Mundy Memorial Park, where the previous Phase I Belinda Parkway Sidewalk project terminated. From there, the sidewalk would be constructed to the east, running parallel with Belinda Parkway, to connect to the existing Providence Greenway Trail along S. Rutland Road. The existing Providence Greenway ends 120 feet west of Belinda Parkway. The project proposes to extend the greenway 120 feet to tie into Belinda Parkway with a curb ramp. The project would install a longitudinal crosswalk on Belinda Parkway at the intersection with S. Rutland Road, which will connect the proposed Providence Greenway extension on the west side of the intersection to the 6-foot-wide sidewalks on the east side of the intersection. This intersection currently operates as a 3-way stop.

To minimize impacts to a long-established neighborhood community, the City proposes to install the sidewalk at the back of the existing curb along Belinda Parkway. This will allow the City to install the sidewalks within the existing right-of-way, which will minimize impacts to the property owners that live along this roadway. However, there may be a need to acquire temporary construction easements in order to reconstruct driveways at each location where the sidewalk crosses an individual driveway. The proposed project will have very minimal utility impacts by installing the sidewalk at the back of curb. However, there will be approximately 8 utility poles that will need to be relocated. These poles are service poles and not the main power poles, so the time and cost to relocate the poles will not have a large impact on the project delivery.

Safety:

Belinda Parkway is a 4-lane, median divided roadway and is classified as a major collector. Within the project limits, there is no pedestrian connectivity for residents living on or adjacent to Belinda Parkway. The road itself was constructed as part of Belinda City in the late 1970's, and didn't take into consideration the multimodal uses emphasized in roadway construction today. With the addition of sidewalks, this project will help to provide additional mobility options for residents in this established yet underserved neighborhood. For the area population, the goal is to provide multimodal connections as a means for citizens with disabilities as well as disadvantaged households without traditional vehicular accommodations to have equal access to destinations nearby. With this in mind, the project design and construction will incorporate all ADA guidelines with regards to cross slopes,

truncated domes, marked crosswalks, landing areas, and ADA compliant curb ramps. These measures, along with the needed connection to the nearby Providence Marketplace retail center seek to provide a safe mode of travel to vital destinations for all people in the area. With the addition of sidewalks, safety will be increased by creating a dedicated facility for pedestrians to walk, while also providing alternative transportation options to nearby Providence Marketplace, Mundy Memorial Park, various churches, and Rutland Elementary School.

Connectivity:

The primary goal of the project is to provide a safe, multimodal connection along the Belinda Parkway corridor, which compliments TDOT's and the City of Mt. Juliet's objective to provide alternative transportation options and promote active lifestyles. Currently, there is a large demand for pedestrian facilities in this underserved area of town. The Belinda City neighborhood is one of the oldest neighborhoods in Mt. Juliet. It was developed in the 70s and later annexed by the City of Mt. Juliet in the 90s. The Belinda City area was developed as a rural subdivision, because there were no urban or suburban centers nearby at the time. Hence, there were no pedestrian facilities constructed as a part of the development. In the early 2000s, Providence Marketplace was constructed adjacent to the Belinda City neighborhood, which is a commercial shopping center with a large number of retail stores, restaurants, and entertainment venues. Providence Marketplace created that urban environment with multimodal infrastructure that allowed and promoted walkability. In addition, a large number of urban apartment complexes and residential subdivisions began to develop around the Belinda City area, leaving Belinda City as the only residential neighborhood without multimodal accommodations. Phase I of the Belinda Parkway Sidewalks project, which was funded by the MPO's Active Transportation Program and was completed in 2020, provided the first step in connecting the Belinda City neighborhood to Providence Marketplace. However, there is still a 1.22 mile section of Belinda Parkway that does not have pedestrian facilities, which limits the mobility options for Belinda City residents. With the completion of the Phase II project, sidewalks will be provided along the entire corridor of Belinda Parkway, creating a multimodal connection between residential land uses and commercial, recreation, religious, and school land uses.

At the western project terminus is Sgt. Jerry Mundy Memorial Park, which includes park amenities such as a youth sports complex, tennis courts, pickle ball courts, a playground, and walking/biking trails. Due to its vast amenities, Mundy Memorial Park is a major destination point for area residents. This park is accessed by vehicular traffic via Mundy Memorial Drive and by pedestrian and bicycle traffic via the trail entrance at Belinda Parkway, where this proposed project begins. At the eastern/southern project terminus is the Providence Greenway Trail, which is a 2.5 mile multi-use trail paralleling S. Rutland Road and Providence Trail. This greenway trail provides a central multimodal corridor that connects many of the Providence residential neighborhoods to Providence Marketplace. Also, near the eastern/southern

terminus is Rutland Elementary School. The proposed sidewalks along Belinda Parkway and the existing Providence Greenway will create a strong interaction between residential and school land uses to promote alternative forms of transportation and help alleviate congestion in and around the school.

The intended users of the sidewalk will be people who live and work in the area and wish to travel to and from their place of employment, Providence Marketplace, Mundy Park, school and church. It is also anticipated that recreational users will utilize the corridor given the active destinations and greenway/multi-use path connections to the project. Between the two user groups, it is anticipated the area has the potential for hundreds of multimodal trips weekly.

Economic Impact:

In 2020, The City of Mt. Juliet adopted the first Comprehensive Transportation Plan (CTP) in the City's history. While prior City plans have only addressed roadway infrastructure needs, the new CTP also proposes bicycle and pedestrian projects that will ultimately create an interconnected multimodal network throughout the City that will provide alternative transportation choices and increase the quality of life of the citizens. The quality of life of a community is an increasingly important factor for retaining and attracting corporations and businesses, and sidewalks and greenways are an important contributor to the quality of life. Money.com recently listed the City of Mt. Juliet as the number twenty-two (22) best place to live in the United States. One of the reasons for this ranking is because of the City's investment in greenway trails and parks, which provide outdoor amenities that increase the quality of life for Mt. Juliet residents. Another recent study by The Boyd Company, Inc. ranked Mt. Juliet the number one city in the central U.S. for corporate headquarters. Some of the reasons listed in the study are that Mt. Juliet has all the benefits of being proximate to Nashville's strong labor market and talent assets and Mt. Juliet has the hospitality and transportation infrastructure to support large corporations, but at a lower cost profile than most cities.

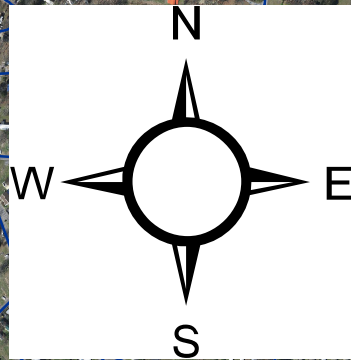
The Belinda Parkway Sidewalk, Phase II project will enhance and expand the region's multimodal infrastructure by improving pedestrian mobility and providing multi-modal connectivity between mixed land uses and schools. Investment in pedestrian and bicycling infrastructure generates economic returns in the form of increased demand to want to move to Mt. Juliet and increased visitation of travelers/tourists and related expenditures. Also, there is evidence to suggest that property values increase with pedestrian and cycling friendly communities, which in turn will increase tax revenues for the city to provide more multimodal infrastructure.

Bicycling and walking are viewed as opportunities to grow our local economy. A sidewalk connection to this part of town will create better accessibility to the Providence Marketplace retail business, restaurants, and service providers and will be a major driving force for the ongoing efforts to revitalize and energize the underserved neighborhood of Belinda City. The Nashville area MPO Bike-Ped Study** shows over 65% of area residents would walk or bicycle

to run errands and nearly 40% live within five miles of their place of employment or school. Other Tangible benefits from the project include the following:

- Reduced health costs by encouraging an active lifestyle.
- Reduced costs related to air pollution and greenhouse gas emissions.
- Reduced traffic congestion and decreased vehicle operating costs.
- Increased productivity and reduction of sick days in the workplace.
- Increased demand for recreational/leisure goods and services.

****http://issuu.com/nashvillempo/docs/b_p_executivesummary/33?e=4024737/4077095**



Phase 1 project ended and phase 2 project begins at the Mundy Park Trail entrance

Sgt. Jerry Mundy Memorial Park

Belinda Parkway

Providence Marketplace

Providence Trail

Rutland Elementary School

S. Rutland Road

Phase 2 project ends at existing Providence Greenway

Belinda Pkwy Sidewalks, Phase 2

- Proposed Belinda Pkwy Sidewalks, Phase 2
- Existing Belinda Pkwy Sidewalks, Phase 1
- Existing Providence Greenway
- MTJULIET.DBO.Sidewalks



Mt. Juliet, Tennessee

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

Staff Report

File #: 1828

Agenda Date: 8/10/2026

Agenda #: 8.F.

Title:

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR ENGINEERING DESIGN SERVICES FOR THE SAFE STREETS FOR ALL IMPLEMENTATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION -2026

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR ENGINEERING DESIGN SERVICES FOR THE SAFE STREETS FOR ALL IMPLEMENTATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

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

WHEREAS, this project will implement various safety improvements on Sunset Drive, Providence Trail, W. Division Street, Curd Road, and Nonaville Road; and

WHEREAS, the City of Mt. Juliet desires to approve the agreement with Kimley-Horn for design services on this project.

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

Section 1. The Board of Commissioners approves the Agreement with Kimley-Horn.

Section 2. Mayor James Maness is hereby authorized to execute the said Agreement with Kimley-Horn.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, City Recorder

RESOLUTION -2026

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR ENGINEERING DESIGN SERVICES FOR THE SAFE STREETS FOR ALL IMPLEMENTATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

- The project: Implementation of various safety improvements on Sunset Drive, Providence Trail, W. Division Street, Curd Road, and Nonaville Road.
- Contract: The public works department performed the proper procurement procedure and advertised an RFQ for the project. We received three (3) letters of interest. The consultant evaluation committee short-listed all 3 firms to submit full statements of qualifications. After review of the submittals, the consultant evaluation committee chose Kimley-Horn as the most qualified for this project. The City has received an agreement from Kimley-Horn, which is attached to this resolution packet for your review.
- Funding: The proposed design fee for this contract is \$484,800, for services related to NEPA and preliminary engineering. A future supplement agreement will be needed to cover final design, ROW acquisition, bid services, and construction inspection services. This project is funded by a Federal grant that covers 80% of all project costs. The City is responsible for 20% of the costs.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.



July 14th, 2026

Matthew White, P.E.,
Director of Public Works
City of Mt. Juliet
115 Clemmons Road
Mt. Juliet, TN 37122

Re: Letter Agreement for Professional Services for SS4A Implementation Project

Dear Mr. White:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the City of Mt. Juliet ("Client") for providing Surveying, Environmental Services, Public Outreach Support and Preliminary Engineering Services for the Safe Streets and Roads for All (SS4A) Implementation Project ("Project").

Project Understanding

The Mt. Juliet Safe Streets Implementation Project represents the next phase following the City's recently adopted Safety Action Plan (SAP), which establishes a long-term commitment to eliminating traffic-related fatalities and serious injuries. The SAP identified a High Injury Network (HIN) through crash analysis, demographic data, and community input to prioritize corridors with the greatest safety needs. This implementation effort focuses on six high-priority roadway corridors within the City that are among the highest ranked segments on the HIN and exhibit elevated crash risk, including Sunset Drive, Providence Trail, West Division Street, Curd Road, and Nonaville Road.

The proposed improvements are data-driven and emphasize low-cost, high-impact safety countermeasures tailored to each corridor's needs, including rumble strips, guardrail installation, traffic calming strategies, enhanced pedestrian crossings, pavement markings, and curve warning signage. These improvements align with the Safe System approach and focus on reducing both the likelihood and severity of crashes, particularly for vulnerable roadway users, while also addressing community-identified safety concerns.

The City has secured approximately \$5.13 million in federal funding, supplemented by approximately \$1.28 million local match, to implement transformative safety and multimodal enhancements aligned with its SAP goals.

The following Scope of Services has been prepared to assist the City with the Preliminary Engineering, NEPA documentation and Public Outreach phases of the project.

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- This scope of services was developed to take the project through concept development, preliminary engineering and NEPA documentation (PE-NEPA phase) with public outreach support for the six corridors for which the SS4A grants were awarded for. A separate scope of

services agreement will be needed for the completion of the Final Design, ROW Acquisition and Construction Services.

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Task 1 – Project Management

This task will consist of the following project management activities through the PE-NEPA phase:

- Project Kick-off Meeting – consists of scheduling, setting the agenda, and producing meeting minutes for a single in-person project kick-off meeting. It is assumed that up to three (3) Kimley-Horn staff members will attend the meeting in person.
- Project Coordination – Ongoing coordination with the City's Project Manager to provide updates, coordinate project reviews, and other activities to help the City be generally informed of the progress of the project. The scope and fee assume that up to 5 hours per month Kimley-Horn staff effort will be needed for these services. It is assumed the PE-NEPA phase of this project will last up to twelve (12) months. Project coordination services after twelve (12) months will be considered additional services.
- In-Person Project Review Meeting – consists of scheduling, setting the agenda, and producing meeting minutes for the in-person review meeting at the completion of the preliminary conceptual design phase.
- Virtual Project Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to five (5) virtual stakeholder meetings as needed throughout the PE-NEPA Phase, in addition to a kick-off meeting prior to start the project. These meetings could be used for coordination with stakeholder groups involved with the project. These groups could include USDOT, property owners, and others to be determined in collaboration with City staff.
- Project Administration – Kimley-Horn will conduct regular project management activities to ensure the project stays on schedule and within budget and that major milestones are met. Monthly invoices and progress reports will be provided as part of this task.

The PE-NEPA phase is assumed to last up to twelve (12) months. Project management activities, as described above, after 12 months, will be considered additional services.

Task 1 Kimley-Horn Deliverables:

1. Meeting agendas and minutes outlined above to the City and meeting attendees (PDF format).
2. Project invoices (PDF format).

Task 2 – Data Collection

Task 2.1 – Existing Conditions Survey

Kimley-Horn and its subcontractors will provide an Existing Conditions Survey of a portion of Sunset Drive located in Mt. Juliet, TN. The project area is approximately 4,300 linear feet. The survey will include existing conditions mapping, right-of-way, and easement analysis, as well as utility investigation

services. The survey limits will consist of the full right-of-way of Sunset Drive from Lebanon Road to Sunset Circle, plus an additional fifty (50) feet on each side of the right-of-way. The limits will also extend an additional one hundred (100) feet at public intersections.

The survey scope consists of the following:

- A minimum of four (4) project control points in Tennessee State Plane Coordinates referenced to the NAD83(2011) horizontal datum and the NAVD88 vertical datum will be established onsite and tied to the Tennessee GNSS Reference Network.
- The survey will be conducted in accordance with the current Tennessee Minimum Standards of Practice as promulgated by the Tennessee State Board of Examiners for Land Surveyors, as applicable to the scope of services described herein.
- Topographic data will be collected in accordance with Tennessee Rule 0820-03-.07(2). Surveyor may derive topographic contour data from a combination of aerial LiDAR, aerial photogrammetry, field-run survey shots, ground control, and supplemental field verification. All data will be post-processed and reviewed to meet or exceed the National Map Accuracy Standards for a one-foot equivalent contour interval at a 90 percent confidence level.
- Survey data will be delivered in the Tennessee State Plane Coordinate System, Zone 4100, U.S. Survey Feet. Vertical datum will be NAVD 88. The survey results shall meet or exceed Category IV minimum standards, as defined in Tennessee Rule 0820-03-.05, Accuracy of Surveys.
- The survey will display topographic information of the above-referenced areas with elevations taken at adequate spacing to produce one-foot contour interval topographic mapping, including the location of major grade breaks, berms, swales, high points, low points, and other visible surface features needed to prepare the existing ground surface.
- Survey will locate built structures and visible site improvements within the survey limits, such as sidewalks, curbs, gutters, ramps, curb cuts, driveway tie-ins, walls, fences, and other visible above-grade features.
- Survey will locate roadway centerlines, pavement striping, traffic markings, and other visible roadway features within the survey limits.
- Survey will locate above-grade utilities, including utility poles, light poles, utility lines, guy wires, and other visible utility features.
- Survey will perform of a boundary analysis along the surveyed corridor, locate property lines within the survey area, and provide ownership information for properties intersecting the survey corridor based on available tax records, deeds, plats, and other public record information.
- Survey will locate evidence of subsurface utilities such as valve boxes, manholes, pull boxes, meters, cabinets, and vaults, along with painted, flagged, or otherwise marked evidence of buried utility line locations as provided by TN811. A One Call ticket will be submitted before fieldwork. However, Kimley-Horn and its team shall not be responsible for unresponsive utility owners, incomplete utility markings, or inaccurate markings provided by others. For stormwater and wastewater structures, junction boxes, and other subsurface vaults, the survey will locate the top elevation and accessible inverts of pipes entering and exiting the structure, along with pipe sizes and material types if attainable.
- Kimley-Horn and its team will perform Level B, Subsurface Utility Engineering (SUE) utility locates along the project corridor. However, several factors can result in a line being mismarked or left unmarked by our technicians that are beyond the control of Kimley-Horn or its team members. These include, but are not limited to, a lack of adequate prints or available site

- knowledge, a lack of access to utilities (i.e. vaults, cleanouts, etc.), and a lack of visual indications of the utility's presence.
- Survey will provide a Tree Survey of 6" diameter at breast height (DBH) or greater with size and species.
- The survey will be prepared using Autodesk Civil 3D software. A signed and sealed survey along the project corridor will be provided in PDF format.

As part of the survey preparation, consultant will perform a review of available utility and infrastructure records for the project area. This will consist of publicly available mapping, aerial imagery, available GIS information, and coordination with local utility providers. Team has reviewed and/or coordinated available utility information for the corridor, including Piedmont Natural Gas, West Wilson Utility District, Mt. Juliet GIS stormwater data, and Mt. Juliet GIS sanitary sewer data.

Based on the information reviewed, utilities are present within the Sunset Drive corridor, including stormwater, sanitary sewer, water, natural gas, and a sanitary force main that appears to be located within or near the existing roadway corridor. Consultant will verify known and reasonably identifiable utilities through field investigation, Level B SUE locates, and coordination with TN811.

Task 2.2 – As-Built and Documentation Research

Kimley-Horn will obtain from the City and review existing as-builts and planning documentation related to the project areas. The information to be reviewed will consist of existing utilities, utilities ownership and nearby development projects.

Task 2.3 – Field Visit

Kimley-Horn will perform a field visit to the project areas and document existing conditions with photographs.

Task 2 Kimley-Horn Deliverables:

1. Topographic survey of project corridor (AutoCAD DWG and PDF format)

Task 3 – Concept Development

Task 3.1 – Preliminary Concept Development

Kimley-Horn will develop a preliminary concept for each corridor, using the obtained survey information for the Sunset Drive corridor, and over available aerial and GIS information for the other five (5) corridors, to identify potential project constraints, and preferred implementation alternatives. The preliminary concepts will be used to develop the preferred project alternative, by considering the project's purpose and needs, existing constraints, and feasibility. As part of the preliminary concept development, a slope analysis map will be developed for each corridor where guardrails are proposed to be added or modified. This slope analysis map will be used to develop guardrails installations or modifications.

The preliminary concepts will be submitted to the City of Mt. Juliet for review. Kimley-Horn will schedule a meeting with the City staff to review comments for each of the corridors. Following the concept evaluation meeting and receipt of one round of reasonable comments on the preliminary concepts from the City, Kimley-Horn will revise the concepts, address comments, and prepare a final preferred preliminary engineering alignment and concept to serve as the basis for preliminary 40% design

development (Task 6).

Task 3.2 – Preliminary Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed countermeasures defined by the final preferred preliminary engineering alignment. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction. This opinion of probable construction cost will include quantity and type of potential right-of-way acquisition.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the City will be paid for as Additional Services.

Task 3 Kimley-Horn Deliverables:

1. Concept Plans package (PDF format)
2. Concept Opinion of Probable Construction Cost (Excel and PDF format)

Task 4 – National Environmental Policy Act (NEPA) Documentation

This NEPA scope and fee is based on the understanding that the project consists of six separate corridors within Mount Juliet, Wilson County:

- Curd Road, from Lebanon Road to Golden Bear Gateway
- West Division Street, from South Greenhill Road to North Mt Juliet Road
- Providence Trail, from Providence Parkway to South Rutland Road
- West Division Street, from Chandler Road to South Greenhill Road
- Sunset Drive, from Lebanon Road to Sunset Circle
- Nonaville Road, from Sports Road to Lebanon Road

The NEPA scope is further based on a general assumption that the project scope will consist of various safety focused countermeasures. Given the nature of the proposed project and the assumption that 1) federal funding will be involved in the development of the proposed project, and 2) any right-of-way and/or easements (permanent or temporary) warranted for the proposed project will be minimal and will not warrant any relocations or displacements, along with the other assumptions outlined herein, the project is a likely candidate for a C-List Categorical Exclusion (CE). This project is part of a direct recipient federal grant program, Safe Streets and Roads for All (SS4A), and the NEPA class of action determination can only be made by FHWA. If a higher level of NEPA class of action is required by FHWA, this effort will be considered Additional Services beyond this scope of services. It is assumed that the project will be coordinated directly with the Federal Highway Administration.

One Build Alternative and the No-Build Alternative will be studied. The NEPA document will be based on concept drawings outlining the area of potential impact and the location, extent, and type of proposed improvements.

Task 4.1 – NEPA Project Management and Coordination

The purpose of this task is to plan, organize, and implement the tasks associated with the delivery of the NEPA review and documentation in a timely manner. In this task, Kimley-Horn (hereinafter, the Consultant) will:

- maintain direct contact and function as a liaison with the designated FHWA Tennessee (TN) Division SS4A Point of Contact;
- provide periodic (up to bi-weekly) updates to the Consultant Project Manager; and
- assist, as needed, in the development of invoices and progress reports.

Task 4.2 – Environmental Technical Studies

As part of the preparation of the NEPA document, the Consultant will complete the applicable environmental technical studies as outlined below.

Ecology

Water Resources

Given the assumption that the proposed project may warrant ground disturbance beyond existing paved areas, it is assumed that the project will warrant the completion of an Environmental Boundaries Report (EBR). The Consultant's subconsultant, TTL, will develop and document the EBR. As part of the preparation of the EBR, if warranted, TTL will provide a Waters of the U.S. Determination (i.e., streams and wetlands) for the project area. In performing the jurisdictional determinations, the 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, will be closely followed to establish a description of the soils, plants and hydrologic conditions of the project area. TTL will complete this effort consistent with their Proposal/Work Authorization (dated 06/16/2026).

Once TTL completes the EBR, the Consultant will incorporate this information into the NEPA document.

Species (as warranted)

If warranted, the Consultant's subconsultant, TTL, will conduct a desktop and field review of the project area to assess property conditions at the site for potentially suitable habitat for listed federal and/or state-listed species, consistent with their Proposal/Work Authorization (dated 06/16/2026).

TTL will access the USFWS Information for Planning and Consultation (IPaC) online platform, and available state databases to obtain an official species lists for the project area and provide input on any effects determinations. TTL will coordinate with TDEC and TWRA, as warranted, consistent with their Proposal/Work Authorization (dated 06/16/2026).

If this effort is warranted, TTL will provide the Consultant with a letter report summarizing their determinations and coordination efforts. The Consultant will incorporate the results into NEPA document.

Assumptions:

- It is assumed that the Client is willing to commit to relevant seasonal tree clearing restrictions and that no individual habitat or species survey will be conducted as part of this proposed scope of services and cost estimate. If the Client or another state and/or federal agency requests this effort, these services can be provided but will be considered Additional Services beyond this scope of services.

Floodplains

The Consultant will identify floodplains and floodways in the project area only through the review of National Flood Insurance Rate Maps (FIRMs). The Consultant will compile all FIRMs specific to the project area and will provide the relevant floodplains and floodways information as part of the NEPA document.

Section 4(f) and Section 6(f) – Recreational Resources

Based on a preliminary review of online resources, four (4) potential Section 4(f) resources have been identified within the project area:

- Town Center Trail (existing and planned segments), along the West Division Street corridor
- Providence Greenway and associated trails, along the Providence Trail corridor
- Eagle Park, along the West Division Street corridor
- Hamilton Denson Park, along the West Division Street corridor
- Unnamed trail along Windtree Club Drive, connecting to Nonaville Road

It is not yet known if the project will warrant property acquisitions from this resource or if construction of the project could impact access for these resources. The Consultant will complete a review the proposed improvements near the identified Section 4(f) resources to determine if any coordination related to Section 4(f) is required. It is assumed that any effects to these resources, if any, would be minor and limited to temporary use along the portions immediately adjacent to the roadway, would not include permanent acquisition or result in effects to specific recreational features or amenities and would therefore qualify for an exception to Section 4(f). If/when appropriate, the Consultant will prepare, in letter format, a “Notice of Intent to Pursue an Exception Under Section 4(f)” for potential impacts to up to five (5) Section 4(f) resources that warrant this effort. If such a letter(s) is warranted, the Consultant will prepare the letter for the project and submit it to the Client for initial review. Once the initial review has been completed by the Client, the Client will transmit the letter to the Official with Jurisdiction (OWJ) for signature. The Consultant would then incorporate the information documented in the “Notice of Intent to Pursue an Exception Under Section 4(f)” into the NEPA document. In the event that no such letters are warranted, the Consultant would document the proximity of the Section 4(f) resources within the NEPA document, noting that no impacts are anticipated.

Assumptions:

- If FHWA or the OWJ request the preparation of a Section 4(f) De Minimis Determination, Programmatic Section 4(f) Evaluation, or an Individual Section 4(f) Evaluation, this effort will be considered Additional Services beyond this scope of services.

A review of the Land and Water Conservation Fund (LWCF) online data viewer does not indicate that any resources in the vicinity of the project have previously received assistance from the LWCF; therefore, impacts to properties protected by Section 6(f) of the LWCF are not anticipated.

If any Section 4(f) documentation or coordination (beyond actions specifically outlined herein) or any Section 6(f) documentation or coordination is deemed necessary by FHWA or another agency, these services can be provided by the Consultant in accordance with the Additional Services clause of this agreement.

Cultural Resources

Historic Architecture

Based on the assumption that the proposed project would warrant the acquisition of right-of-way and/or easements, the Consultant's subconsultant, Richard Grubb and Associates (RGA), will be responsible for preparing a Section 106 Historic Architecture Resources Survey to document and evaluate potential project effects to all National Register of Historic Places (NRHP)-listed and NRHP-eligible historic architecture resources in the area of potential effect (APE) per the criteria of adverse effects set forth in Section 106 regulations, and consistent with their Cost Proposal (dated 06/17/2026). Additionally, as warranted, measures to avoid, minimize, or mitigate unavoidable adverse effects will be evaluated. RGA will also coordinate with the Tennessee State Historic Preservation Office (TN-SHPO) for review and concurrence with the determinations of RGA's Section 106 Historic Architecture Resources Survey.

Once RGA completes the Section 106 Historic Architecture Resources Survey and TN-SHPO Coordination, the Consultant will incorporate the survey and TN-SHPO response into the NEPA document.

Assumptions:

- If additional coordination with FHWA and/or the TN-SHPO is required or if additional historic architecture documentation is needed past the preparation of the Section 106 Historic Architecture Resources Survey previously mentioned, this work can be completed by RGA but will be considered Additional Services beyond this scope of services.

Archaeology

If it is determined that the proposed project would warrant ground disturbance in previously undisturbed areas, the Consultant's subconsultant, RGA, will be responsible for preparing a Phase I Archaeological Survey to identify historic and prehistoric archaeological sites within the project's anticipated APE, consistent with their Cost Proposal (dated 06/17/2026). RGA will present the results of the Phase I Archaeological Survey in a report that meets the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* (1983) and complies with the Tennessee SHPO *Standards and Guidelines for Archaeological Resource Management Studies* (October 2018), as applicable. RGA will perform this work pursuant to Section 106 of the National Historic Preservation Act (NHPA), as amended.

RGA will also coordinate with the TN-SHPO and, as warranted, the Tennessee Division of Archaeology for review and concurrence with the determinations of RGA's Phase I Archaeological Survey. Once RGA completes the Phase I Archaeological Survey and associated agency coordination, the Consultant will incorporate the draft report into the NEPA document.

Assumptions:

- No Phase II Testing – If required, this work can be completed in accordance with the Additional Services clause of this agreement.
- If a Memorandum of Agreement is needed to confirm agreed upon mitigation measures for the Build Alternative, it will be conducted in accordance with the Additional Services clause of this agreement.
- If Phase III work, data recovery, is necessary, it can be included in accordance with the Additional Services clause of this agreement.

Environmental Justice

Executive Order (EO) 14096 *Revitalizing Our Nation's Commitment to Environmental Justice for All* was revoked on January 20, 2025, and EO 12898 *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* was revoked on January 21, 2025. Therefore, an environmental justice analysis is not proposed for this project.

Farmland

The collective total of proposed acquisitions amongst the various project locations is expected to be minimal; therefore, it is assumed that the project would qualify for a small acreage exception to coordination with the Natural Resource Conservation Service pursuant to the Farmland Protection Policy Act.

Hazardous Materials

The Consultant will complete a desktop review of hazardous materials databases available through the Tennessee Department of Environment and Conservation (TDEC) and the Environmental Protection Agency (EPA) to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. This information along with all relevant TDEC and EPA database mapping for the project area will be incorporated into the NEPA document.

Assumptions:

- Based on the proposed scope of work, it is assumed that no Phase I Environmental Site Assessment (ESA), Phase II ESA, or Asbestos Containing Materials (ACM) surveys will be conducted as part of this proposed scope of services and cost estimate. If the Client, FHWA, or another state and/or federal agency requests additional hazardous materials studies, these services can be provided but will be considered Additional Services beyond this scope of services.

Air Quality and Noise

The Consultant will make preliminary Air Quality and Noise determinations.

Air Quality

The Consultant will review FHWA's Updated *Interim Guidance on Mobile Source Air Toxic Analysis in NEPA Documents*, dated January 2023, to determine if the project is in an area that is in attainment for all regulated criteria pollutants.

Noise

Based on the project scope, it is assumed that the project is a Type III project in accordance with the FHWA noise regulation, *Procedures for Abatement of Highway Traffic and Construction Noise* (23 C.F.R. 722). Therefore, a Type I noise analysis is not proposed, and the Consultant will provide the preliminary determination that the project qualifies as Type III to FHWA.

Native American Consultation

If warranted, the Consultant will provide a written project description and project mapping to FHWA. Coordination with relevant Native American tribes will be completed by FHWA. At the request of FHWA, the Consultant will provide a draft email for use by FHWA in distributing these materials to the relevant Native American tribes. The results of this coordination will be referenced in the NEPA document.

Environmental Technical Information to be provided by FHWA

The FHWA will be responsible for providing the following environmental technical information:

- Species Database Review (Federal and State)
- Native American Consultation results

Additional Services – Environmental Technical Studies

Any services not outlined herein are considered Additional Services beyond this scope of services and, specifically, the following environmental technical studies can be completed but will be considered Additional Services beyond this scope of services:

- Agency coordination efforts
- Public involvement activities
- Air Quality Analysis
- Type I Noise Analysis and/or Noise Technical Report
- Conceptual Stage Relocation Plan
- Ecology – Individual Threatened and Endangered Species and/or Habitat Surveys (except as expressly outlined herein)
- Detailed Floodplain Analysis
- Traffic Analysis
- Farmland Coordination and Farmland Analysis
- Section 4(f) Review and/or Documentation beyond actions described herein
- Section 6(f) Documentation
- Demographic, Socioeconomic, Title VI, and/or Environmental Justice Analysis
- Phase II Archaeological Surveys and/or Phase III Testing
- Phase I or Phase II Environmental Site Assessments and Asbestos Containing Materials Surveys

Task 4.3 – Document Preparation and Approval

The purpose of this task is to develop the NEPA documentation, consistent with the requirements of the FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents*.

In addition to the environmental technical studies and agency coordination outlined in Task 2, the Consultant will complete the following documentation and mapping in support of the development of the NEPA document:

- Development of the purpose and need for the proposed project as well as a discussion of relevant project background. Project background information will be identified through a review of online planning documents, grants, and other project history provided by the Consultant Project Manager.
- Development of a description of the proposed project and a description of the existing conditions within the project area.
- Preparation of a project location map and topographic map in GIS.
- Development of a multimodal consistency statement for inclusion in the NEPA document.

Relevant information from Task 2 will be summarized by the Consultant within the NEPA document and included as attachments to the NEPA document.

Following completion of the NEPA document, the Consultant will provide a copy to the client, if desired, for preliminary review. Following any revisions, the Consultant will submit the NEPA document to FHWA for review and comment. The Consultant will then revise the NEPA document based on FHWA comments and resubmit the NEPA document to FHWA for final review and approval.

Kimley-Horn NEPA Deliverables:

1. Environmental Boundaries Report (EBR) (electronic copy in Adobe PDF format)
2. Species Letter Report (if warranted) (electronic copy in Adobe PDF format)
3. Mist Net Bat Survey Summary Report (if warranted) (electronic copy in Adobe PDF format)
4. Section 106 Historic Architecture Resources Survey Report (electronic copy in Adobe PDF format)
5. Phase I Archaeological Survey Report (electronic copy in Adobe PDF format)
6. If warranted, up to five (5) "Notice of Intent to Pursue an Exception Under Section 4(f)" letters (electronic copy in Adobe PDF format)
7. NEPA document (electronic copy in Adobe PDF format)

Task 5 – Public Outreach Support

Kimley-Horn will prepare materials for, facilitate, and summarize comments for up to one (1) public meeting during the preliminary design phase of the project.

- The meeting materials will consist of one (1) project PowerPoint, a corridor roll plot, up to two (2) graphical typical sections.
- Kimley-Horn will share the materials with the Client and the Client will be responsible for posting on the City website. No independent website will be created and/or maintained for this project.

- Kimley-Horn will generate a summary of the meeting and distribute to the Client.
- Kimley-Horn will provide up to two (2) individuals to facilitate and attend the meeting.
- The Client will be responsible for identifying and securing a venue and advertising the meeting.

Task 5 Kimley-Horn Deliverables:

1. Public Meeting Materials (PowerPoint and PDF format)
2. Public Meeting Summary (PDF format)

Task 6 – Preliminary 40% Design

Task 6.1 – Preliminary 40% Design

Kimley-Horn will prepare a preliminary design in accordance with the City's Roadway Design Guidelines, consistent with the preferred concept developed in Task 3, and based on feedback from the public outreach in Task 6. The plans will consist of the following sheets, and it will include all six corridors:

- Title Sheet with Index
- Typical Sections – Plan will consist of typical sections for Sunset Drive
- Proposed Layout – Plan will consist of horizontal location of the proposed countermeasures, including roadway widening for Sunset Drive and guardrail improvements for several of the corridors.
- Proposed Grading – Plan will include a preliminary grading plan showing anticipated limits of grade for the Sunset Drive corridor.
- Signing and Striping Plans – Plans will show the existing and proposed signing and markings, including rumble stripes, traffic calming, rectangular rapid flashing beacons and retroreflective pavement markings to be installed as part of the project for all six corridors.

Task 6.2 – Preliminary 40% Design Engineer's Opinion of Probable Construction Cost

Kimley-Horn staff will update the engineer's opinion of the probable construction prepared in Task 3 to accompany the preliminary design plans. The opinion of probable construction cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available. This cost will be based on preliminary construction quantities developed from the preliminary construction plans. This opinion of probable construction cost, will include quantity and type of potential right-of-way acquisition.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 6.3 – Preliminary Design Submittal and Review

Kimley-Horn will submit preliminary plans to the City of Mt. Juliet for review and comment. Kimley-Horn will meet with the City to discuss the City's comments. Following this review meeting, Kimley-Horn will

revise the plans based on the City's comments.

Task 6 Kimley-Horn Deliverables:

1. 40% Preliminary Plans package (PDF format)
2. 40% Preliminary Opinion of Probable Construction Cost (Excel and PDF format)

Task 7 – Preliminary Utility Coordination

Kimley-Horn will submit early coordination letters to applicable utilities companies in Wilson County. Each utility owner will be provided with the project locations, project limits, project descriptions, and federal project identifiers and given two (2) sixty-day notices and one (1) ten-day notice to indicate if they own facilities within the project area.

Upon completion of Task 6, Kimley-Horn will submit preliminary plans to utility companies known to have facilities within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impact of the proposed project on their facilities. The letter will request a written response from each utility.

Kimley-Horn will prepare for and host a utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss potential relocations within the project limits. Kimley-Horn will document the discussions and decisions made during the meeting and distribute to the meeting attendees. A maximum of 30 hours of effort is included in this task. Utility Owners will be responsible for identifying utility conflicts within the project limits and the design and relocation of their utilities.

Task 7 Kimley-Horn Deliverables:

1. Utility Coordination Notification Letter with Project Map (PDF format) to each known Utility Owner within the project corridor
2. Utility Coordination Request Letter with Preliminary Plans (PDF format) to each known Utility Owner within the project corridor

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be performed at our then-current hourly rates or an agreed upon lump sum value. Additional Services Kimley-Horn can provide consist of, but are not limited to, the following:

- Additional field survey
- Final Design Services
- Right-of-Way Design Services
- Right-of-Way Mapping Services
- Preconstruction Phase Services
- Utility Coordination (in addition to what is outlined above)

- Bid Phase Services
- NEPA Document Re-Evaluation
- Lighting/Electrical Design Services
- Environmental Permitting
- No-Rise Studies, CLOMR or LOMR through FEMA
- Right-of-Way and/or Easement Acquisition Services
- Structural Design Services
- Construction Phase Services
- Design services should the Project Understanding be modified from the assumptions documented in this Scope of Services
- Professional services should the project scope exceed those documented in this Scope of Services
- Attendance at meetings outside of those scoped above
- Others as requested by the Client

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 7 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
1	Project Management	\$53,100	Hourly, Not-to-Exceed
2	Data Collection	\$58,000	Hourly, Not-to-Exceed
3	Concept Development	\$114,100	Hourly, Not-to-Exceed
4	NEPA Documentation	\$129,000	Hourly, Not-to-Exceed
5	Public Outreach Support	\$24,700	Hourly, Not-to-Exceed
6	Preliminary 40% Design	\$92,000	Hourly, Not-to-Exceed
7	Preliminary Utility Coordination	\$13,900	Hourly, Not-to-Exceed
Total		\$484,800	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary with prior authorization from the Client.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid for by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Mt. Juliet**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

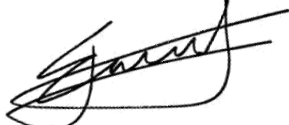
To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Leo Espelet

Vice President

CITY OF MT. JULIET, TENNESSEE

SIGNED:

PRINTED NAME: James Maness

TITLE: City Mayor

DATE: _____

SIGNED:

PRINTED NAME: Samantha Burnett

TITLE: City Attorney

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its Services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's Services or any defect or noncompliance in any aspect of the Project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the Project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 21 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and

satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the Services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's Services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at <https://www.khtsinc.com/terms-of-service/> which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of failure by the other party to perform in accordance with the terms hereof, Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 11) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued

final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. .
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its Services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the Project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this

Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1833

Agenda Date: 8/10/2026

Agenda #: 8.G.

Title:

A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT PROPERTY AS
SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION

RESOLUTION - 2026

A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION

WHEREAS, the City of Mt. Juliet Police Department has certain property that has reached the end of its usefulness to the City; and

WHEREAS, the property is identified as follows:

- 4 Wooden Bookcases
- 2 Varidesks
- 2 Black Mesh Back Rolling Office Chairs (Arms)
- 17 Black Rolling Office Chairs (No Arms)
- 1 Workout Bench
- 1 Power Rack / Multi-functional Rack

WHEREAS, this property has been replaced by newer, more modern equipment and is of no further use to the City; and

WHEREAS this property will be sold at auction on GovDeals.

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

Section 1. The property listed is hereby declared to be surplus property.

Section 2. The property shall be listed on the Auction site GovDeals for sale to the highest bidder.

Section 3. The City Finance Director is empowered to execute the documents required to affect this resolution.

Section 4. In the event of no bids, the property may be sold as scrap or discarded as trash.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

RESOLUTION - 2026

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Auctioned

Surplus Property to be Auctioned

- 1) Who: Mt. Juliet Police Department
- 2) What: Request a declaration of surplus property to be auctioned.
- 3) When: Immediately
- 4) Where: MJPd
- 5) Why: The department has surplus items and requests that they be sold on GovDeals.
- 6) Costs: No cost to auction
- 7) Item list:

List of Surplus Property:

<u>Qty.</u>	<u>Item Description:</u>
4	Wooden Bookcases
2	Varidesks
2	Black Mesh Back Rolling Office Chairs (Arms)
17	Black Rolling Office Chairs (No Arms)
1	Workout Bench
1	Power Rack / Multi-functional Rack

Staff Recommendation: Chief Tyler Chandler and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Captain Jason Brockman



Wooden Bookcases

Quantity: 4



VARIDESK's
Quantity: 2



Black Rolling Office Chairs (No Arms)
Quantity: 17



Mesh Back Rolling Office Chairs (Arms)
Quantity: 2



Workout bench
Quantity: 1



Workout Equipment / Power Rack
Quantity: 1



Mt. Juliet, Tennessee

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

Staff Report

File #: 1825

Agenda Date: 8/10/2026

Agenda #: 8.H.

Title:

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE MT. JULIET ROAD ADA UPGRADES, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT

RESOLUTION -2026

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE MT. JULIET ROAD ADA UPGRADES, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT

WHEREAS, the City of Mt. Juliet seeks to improve multimodal connectivity and transportation options for all users, including those with disabilities within the City; and

WHEREAS, this project will replace existing sidewalks along both sides of Mt. Juliet Road from Old Lebanon Dirt Road to Weston Drive with six-foot-wide sidewalks that meet ADA regulations; and

WHEREAS, the City's ADA Transition Plan identified this section of Mt. Juliet Road as the most non-compliant and highest priority; and

WHEREAS, the City of Mt. Juliet desires to coordinate with the Tennessee Department of Transportation (TDOT) for the construction of this project; and

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

WHEREAS, the City of Mt. Juliet desires to approve the amendment with TDOT 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 Amendment with TDOT.

Section 2. Mayor James Maness is hereby authorized to execute the said Amendment with TDOT.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

RESOLUTION -2026

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE MT. JULIET ROAD ADA UPGRADES, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT

Executive Summary

- The project: This project will replace existing sidewalks along both sides of Mt. Juliet Road from Old Lebanon Dirt Road to Weston Drive with six-foot-wide sidewalks that meet ADA regulations
- Contract: TDOT has provided the City of Mt. Juliet with an amendment to the agreement for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project. This contract amendment adds additional grant funds to the project to cover the current construction estimate.
- Funding: This amendment adds an additional \$473,186 of federal grant funds to the project through GNRC's TAP grant program. These additional grant funds saves the City from having to utilize local general fund dollars.
- Official act: This resolution is to provide formal support of the amended agreement and to authorize the Mayor to sign the agreement.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
12TH FLOOR, WILLIAM R. SNODGRASS TOWER
312 ROSA L. PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

July 28, 2026

The Honorable James Maness
Mayor, City of Mt. Juliet
P. O. Box 256
Mt. Juliet, TN 37121

Re: SR-171 (North Mt Juliet Road), from Old Lebanon Dirt Road to Weston Drive
Mt. Juliet, Wilson County
PIN: 132345.00
Federal Project Number: HIP-C/STP-M-171(36)
State Project Number: 95LPLM-F3-111
Agreement Number: 210277

Dear Mayor Maness:

I am attaching an amendment to the original contract to this letter. The amendment deletes and replaces the Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Hayden Rogers at 615-253-1036 or hayden.rogers@tn.gov.

Sincerely,

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 4

Agreement Number: 210277

Project Identification Number: 132345.00

Federal Project Number: HIP-C/STP-M-171(36)

State Project Number: 95LPLM-F3-111

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MT. JULIET (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

SR-171 (North Mt Juliet Road), from Old Lebanon Dirt Road to Weston Drive

1. The language of Agreement # 210277 A3 dated June 11, 2025 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 4 .

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MT. JULIET

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
James Maness **Date** **Will Reid** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Samantha Burnett **Date** **Leslie South** **Date**
Attorney **General Counsel**

By: _____
Steve Allen **Date**
Director, Local Programs
& Community Investments
Division

EXHIBIT "A" for AMENDMENT 4

Agreement #: 210277

Project Identification #: 132345.00

Federal Project #: HIP-C/STP-M-171(36)

State Project #: 95LPLM-F3-111

Project Description: SR-171 (North Mt Juliet Road), from Old Lebanon Dirt Road to Weston Drive. This project will reconstruct and upgrade existing sidewalks along SR-171 (N. Mt. Juliet Road), from Old Lebanon Dirt Road to Weston Drive. The six foot wide, ADA compliant sidewalks will provide crossing improvements at unsignalized intersections and driveways.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Sidewalk Improvements

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	HIP-CU	100	0	0	\$86,000.00
PE-DESIGN	STBG-U	80	0	20	\$51,000.00
CONSTRUCTION	TAP-U	80	0	20	\$591,483.00
CONSTRUCTION	STBG-U	80	0	20	\$461,524.00
CONSTRUCTION	LOCAL	0	0	100	\$50,000.00
CEI	STBG-U	80	0	20	\$220,000.00
TDOT ES	STBG-U	80	0	20	\$8,633.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: HIP: 23 U.S.C. Section 133 (b)(1) and (b)(4) Highway Infrastructure Program funds allocated or subject to allocation to the Agency; STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency; TAP: FAST Act § 1109; 23 U.S.C. 133(h)

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1835

Agenda Date: 8/10/2026

Agenda #: 8.I.

Title:

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF MT. JULIET AND MOTOROLA SOLUTIONS, INC FOR COMMUNICATIONS EQUIPMENT AND SERVICES AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION - 2026

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF MT. JULIET AND MOTOROLA SOLUTIONS, INC FOR COMMUNICATIONS EQUIPMENT AND SERVICES AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to enhance communication systems throughout the city for public safety; and

WHEREAS, the city desires to enter into an agreement with Motorola Solutions, Inc. for the upgrade and replacement of existing communications equipment; and

WHEREAS, the agreement provides for streamlined emergency communications between the citizens of the city and the Police and Fire/EMS Departments; and

WHEREAS, the project implementation schedule is expected to be approximately twelve months; and

WHEREAS, the total cost of the replacement and services is \$2,900,000; and

WHEREAS, the agreement is entered into under Tennessee Statewide Contract No. 424.

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

Section 1. The Board of Commissioners approves the agreement with Motorola Solutions, Inc.

Section 2. The Mayor is hereby authorized to sign the agreement with Motorola Solutions, Inc.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

James Maness, Mayor

RESOLUTION - 2026

Kenneth D. Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



MOTOROLA
SOLUTIONS

MT JULIET, CITY OF

Proposal

ASTRO D-Series TDMA Upgrades

Brian Lorenz

7/16/2026

brian.lorenz@motorolasolutions.com

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2026 Motorola Solutions, Inc All rights reserved.

PS-000229432

Motorola Solutions, Inc

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc
500 W Monroe Street, Ste 4400
Chicago, IL 60661-37

07-2026

City of Mt. Juliet
1019 Charlie Daniels Parkway
Mt. Juliet, TN 37122

RE: ASTRO D-Series TDMA Upgrades

Dear Director Adam Williams,

Motorola Solutions, Inc (Motorola Solutions) appreciates the opportunity to provide the City of Mt. Juliet quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your operational objectives.

- D-Series Repeater Upgrade
- Upgrade Existing Prime Site to Virtual Prime
- FDMA to TDMA with 4-Channel TDMA Expansion
- Radio Management
- RF Antenna & Line Replacement
- Project Management, Implementation, and Standard Warranty

Motorola Solutions' proposal shall be governed by the terms and conditions of the Tennessee Statewide Contract No. 424. The City of Mt. Juliet may accept by signing the contractual documentation section of this proposal. Pricing will remain valid for 60 days from the date of this proposal.

Any questions the City of Mt. Juliet has regarding this proposal can be directed to Brian Lorenz, at 615-428-0541 or brian.lorenz@motorolasolutions.com. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kristin Donovan'.

Kristin Donovan
Territory Vice President

Motorola Solutions, Inc





Table of Contents

Table of Contents	3
Solution Summary	5
Driving Your Success	5
Key Products and Benefits	5
A Solution That is More Than the Sum of its Parts	6
Site Location Table	6
Solution Description	7
D-Series M12 P25 Radio Site	7
Improving Uptime	7
Simplifying Ownership	7
Modernizing Cybersecurity	8
D-Series Virtualized Prime Site	8
How It Works	8
Benefits of a Virtualized Prime Site	9
Power Requirements	10
Dynamic Transcoding	10
TDMA and FDMA Users Efficiently Operate Together on the Same System	10
Radio Management On Premise	11
MC-EDGE Intelligent Gateway	12
Tower Top Amplifier (TTA)	13
Proposed Equipment	14
METRO ASTRO Core	14
Mundy RF Sub-Site	14
D-series Virtualized Prime Site	14
D-Series Multi-Carrier RF Site	14
York RF Sub-Site	15
D-Series Multi-Carrier RF Site	15
Mt. Juliet Dispatch	15
Equipment Spares	15
Preliminary Migration Plan	16
High-Level Cutover Plan: G-Series Prime to Virtualized Prime	16
Preparation Work	16
Day of Cutover: Pre-Cutover Tasks (~30 min window)	16
Day of Cutover: Live-Cutover and Post-Cutover Tasks (~1 hour window)	16
Day of Cutover: Test Procedure (~3 hour window)	17



Decommissioning (If Applicable)	17
High-Level Cutover Plan: GTR to DBR	17
Preparation Work	17
Day of Cutover: Pre-Cutover Tasks (~30 min window)	17
Day of Cutover: Live-Cutover and Post-Cutover Tasks (~4 hour window)	17
Decommissioning	18
Backhaul Requirements	19
Design Assumptions	20
Implementation Statement of Work	23
Overview	23
Responsibility Matrix	23
Assumptions	30
Field Acceptance Plan	32
Virtualized Prime Site Migrations - Field Acceptance Test Plan	32
Acceptance Test Plan	32
Excluded Testing	32
D-Series RF Site Migrations - Field Acceptance Test Plan	33
Equipment Tested	33
Excluded Testing	33
Preliminary Project Schedule	34
Civil Statement of Work	35
Overview	35
Civil Scope High Level Summary	35
Proposed A/E (Civil Design) Services	36
General Customer Responsibilities	39
SITE ACQUISITION	39
EXISTING STRUCTURE RESPONSIBILITIES	39
General Site Development Assumptions	40
EXISTING TOWER ASSUMPTIONS	41
EXISTING EQUIPMENT ROOM ASSUMPTIONS	42
Warranty Support and Sustainment Services	43
Pricing Summary	44
Payment Milestones	45
Contractual Documentation	46



Solution Summary

Driving Your Success

In response to the City of Mt. Juliet's request, Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the following firm proposal for replacing the City's legacy G-series GTR 8000 ESS RF site equipment with the new D-series M12 Multi-carrier RF site. The D-series Multi-carrier M12 is Motorola Solution's ASTRO NEXT generation RF site for P25 mission-critical Land Mobile Radio (LMR) systems.

Additionally, this proposal includes upgrading the simulcast cell from FDMA to TDMA operation and the addition of four (4) new RF base station channels for the simulcast cell, bringing the total trunking channels to nine (9). TDMA allows for two (2) trunked talkpaths per channel, increasing the simultaneous call capacity from four (4) FDMA talkpaths today to sixteen (16) talkpaths with TDMA.

This proposal includes two (2) new D-series Multi-carrier RF simulcast sub-sites. Each D-series RF site will feature one (1) FDMA control channel and eight (8) TDMA and Dynamic Channel Assignment (DCA) trunking channels. The DCA feature allows a trunking RF site channel to switch dynamically between FDMA and TDMA modes of operation. The D-series RF sites will utilize new lower jumpers with 4:3:10 connectors and a new Tower Top Amplifier (TTA) to support the D-Series RF site receive system, providing improved inbound coverage performance. The existing transmit and receive antennas and transmission lines will be utilized. The MC Edge Remote Terminal Unit (RTU) is provided as the next-generation platform replacement for the SDM 3000, ensuring robust site level monitoring of site equipment.

A Dynamic Transcoding server and Dynamic Talkgroup system licenses have been included to support the mix of FDMA and TDMA users between the METRO simulcast cell and the Mt. Juliet simulcast cell.

To support the growth of Mt. Juliet's subscriber fleet Radio Management On Premise has been included. The Radio Management server and client PC will greatly increase the total number of subscribers the radio system administrators are able to manage, providing database storage and tracking of subscriber codeplugs and allowing programming jobs to be pushed out to the radios through various different programming media.

Key Products and Benefits

- **Dynamic Transcoding:** Enables communication between FDMA and TDMA radios, allowing all sites and radios to participate in a call regardless of the originating call type.
- **Dynamic Talkgroup Assignment:** Seamless communication for systems with mixed FDMA and TDMA fleets of radio users by automatically assigning talkgroups as FDMA or TDMA modes, depending on the capabilities of the affiliated subscribers without requiring any user intervention.
- **D-Series ASTRO DBR M12 P25 Radio Site:** Integrates key ASTRO radio site components into a single unit, minimizing downtime and providing ease of operation while allowing for cybersecurity updates.



Motorola Solutions has included the required software and licenses to support expanding from (5) Channels to (9) Channels. No additional hardware is required to support this channel expansion. The D-series platform supports channel expansion, frequency changes, and upgrades via software. Most updates and enhancements can be applied remotely if desired.

- **Radio Management On Premise:** Streamlined management of Mt. Juliet's subscriber fleet. This enhancement will provide one (1) RM server and one (1) desktop processor client. RM allows for the system's radio subscriber manager to create programming jobs which can then be pushed out to the whole fleet or targeted radios.

A Solution That is More Than the Sum of its Parts

The devices and applications in this proposal are part of an integrated ecosystem of technology that allows seamless collaboration across different systems and networks. It transforms streams of complex data into life-saving, mission-critical information - improving response times, increasing efficiency, and driving better outcomes for your end-users, your agency, and your community.

The site locations specified in this proposal are detailed below.

Site Location Table

Site Name	Existing Site Type	Proposed	Latitude	Longitude
Mundy	G Prime, G RF Subsite	D-Series VPrime, RF Subsite	36.1748	-86.4767
York	G RF Subsite	D-Series RF Subsite	36.2443	-86.4991
Mt Juliet Dispatch	Dispatch	Dispatch+Radio Management	36.2220	-86.5125
METRO Core	Zone Core	Core+Dynamic Transcoding	36.1301	-86.7911



Solution Description

D-Series M12 P25 Radio Site

Mission-critical communications is paramount to your needs and modern radio sites are a key component to delivering on that need. Available in either an open rack or cabinet configuration, the DBR M12 Radio Site integrates the key ASTRO radio site components into a single, easy to deploy unit. Built on the flexibility of modern hardware and software architectures, the DBR M12 is designed to minimize downtime, and provide ease of operation while allowing for cybersecurity updates.

The DBR M12 contains the site processors, transceivers, RF distribution systems and DC power distribution for up to 12 carriers (up to 11 FDMA and 22 TDMA talkpaths excluding the FDMA control channel) in a single rack. The DBR M12 can support both 700 MHz and 800 MHz frequency bands. Channels from each band can be integrated into the same cabinet, sharing one antenna or be directed to separate antennas. The DBR M12 is supported on ASTRO 25 Systems starting with the A2021.x release.

AC Power System – The AC power system is a modular design. Utilizing an N+1 redundancy scheme, the number of modules is sized to meet the power needs of each DBR M12 configuration. The loss of an AC circuit to the DBR M12 unit will not result in the loss of channel capacity.

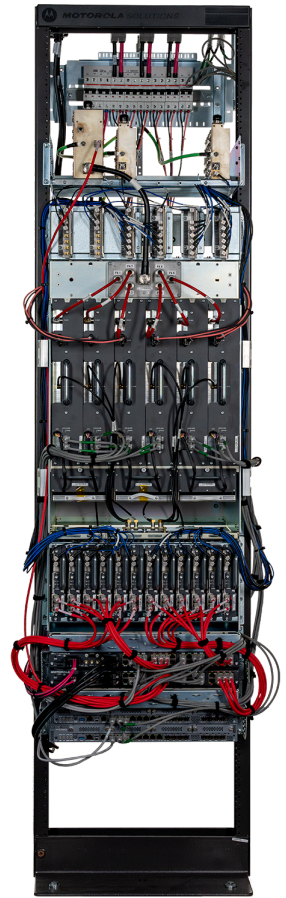
Improving Uptime

The DBR M12 is designed to minimize downtime from failure, maintenance or site updates. The DBR M12 can dynamically allocate resources across available hardware, thereby improving resiliency and overall uptime. Critical functions are deployed in pairs so that a redundant component can take over functions if needed. The major hardware components of the DBR M12 are hot swappable to ensure repairs cause minimum disruptions.

Simplifying Ownership

Offering up to 12 carriers per rack, the DBR M12 can reduce the impact on space-constrained sites and ease channel expansions within the capacity of the unit. The built-in Radio Frequency Distribution System (RFDS) of multicouplers, preselectors and filters connects the DBR M12 to the receive and transmit antennas. With a narrow adjacent frequency spacing requirement of only 50 kHz, the DBR M12 offers greater flexibility than typical 150 kHz equipment, easing frequency acquisition where spectrum availability is an issue.

The DSC 8500 Site Processor provides a single point of connectivity for all of the DBR M12 components at the site. Configuration, fault management, and software upgrades are managed at the site level, rather than addressing each component individually. This provides a streamlined, intuitive user experience.



Modernizing Cybersecurity

The DBR M12 is designed to offer protection against an ever-evolving threat landscape following recommendations of the NIST Cybersecurity Framework guidelines to help identify and detect cyber-attacks, and then how to respond, prevent and recover from such events.

- Hardened Operating System (Red Hat Enterprise Linux)
 - a. STIG-compliant hardening, aligned to defense-grade security standards.
 - b. Predictable, quarterly patching cycles with Security Update Service (SUS) / Remote Security Update Service (RSUS) coverage to keep your defense proactive and current.
- Access Control and Auditability
 - a. Comprehensive logging and auditable trails for all configuration changes, supporting strict compliance and forensic analysis.
 - b. Proactive security with system alarms that alert administrators to misconfigured settings, such as unchanged default passwords.
- Data Resilience and Integrity
 - a. Hardware-secured protection for cryptographic keys and secrets via the Trusted Platform Module (TPM), designed to prevent unauthorized access.
 - b. Built-in support for VLANs providing network segmentation, limiting lateral movement in the event of a breach.
- Future-Ready Platform for Evolving Threats
 - a. This robust platform readily accommodates the integration of new security features and capabilities.

D-Series Virtualized Prime Site

The Motorola Solutions Virtualized Prime Site (VPS) is the next generation Simulcast/Voting Prime Site for ASTRO 25 trunking systems. In this new platform, Site Controller and Comparator voting applications are virtualized onto a common device called the DSC 8000. The result is fault management and configuration capabilities that are consolidated into a centralized location which aids implementation and maintenance.

How It Works

Simulcast operation relies on the ability to choose the best received signal from multiple sites and re-transmit without causing interference. The ASTRO Virtualized Prime Site is an on-premise configuration that compares real-time audio from multiple sites and aggregates the highest quality audio frames to pass on. It then passes audio to each simulcast transmitter to ensure the best quality audio is received at the subscriber radio. Software virtualization enables one hardware unit to simultaneously run multiple virtual applications, creating a high-availability architecture in a user friendly form factor.

In many areas, the high demand for channels means narrow-band radio frequencies are hard to obtain. The use of simulcast can allow CITY OF GERMANTOWN to efficiently reuse frequencies at adjacent sites, giving radio users the channel capacity and wide-area coverage.



Benefits of a Virtualized Prime Site

Built for ASTRO trunking systems, the Virtualized Prime Site helps support dependable radio coverage with an equipment architecture designed for administrative convenience. Virtualization also enables software-only expandability in most instances. For example, when adding channels to a simulcast sub-system the Prime Site only needs to add voting software licenses to expand the capacity up to 18 carriers on a single pair of DSC 8000's, or up to 30 when equipped with a second pair. As no additional hardware is required for most expansions, these expansions can be conducted remotely. This fully redundant platform offers a new, web-based configuration tool and access to critical applications for more advanced support without the need for additional hardware. With less equipment to maintain, less power consumed, and a smaller physical footprint, the Virtualized Simulcast Prime Site lowers Customer's cost of ownership.

The proposed Virtualized Simulcast Prime Site supports the following features and configurations:

- FDMA and TDMA Trunking Voice Calls.
- Local, Full Redundancy.
- Up to 18 Channels/Carriers
- Up to 32 Remote Sub-sites

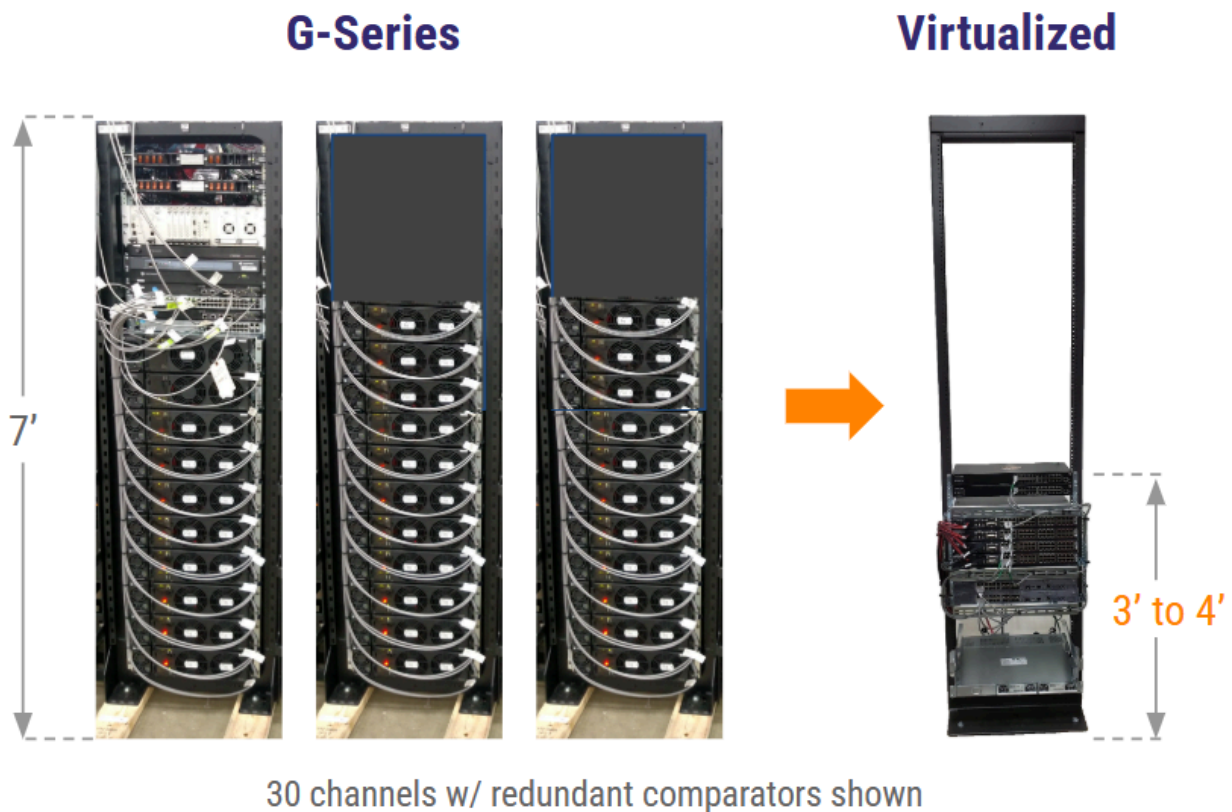


Figure: G Series Prime vs Virtualized Prime

Power Requirements

The new Prime Site will require (2) NEMA 5-20R outlets above the new Prime Site equipment rack wired to (2) 20A breakers in the AC breaker panel.

Dynamic Transcoding

TDMA and FDMA Users Efficiently Operate Together on the Same System

Dynamic Transcoding enables communication between FDMA and TDMA. Because the call type is determined on a site-by-site basis, more sites can operate in TDMA – even in a mixed fleet of FDMA and TDMA radios. This means you get a more efficient use of channels and frequencies, and all sites and radios can participate in a call regardless of the originating call type.

Dynamic transcoders reside in each zone core, translating between FDMA and TDMA audio formats. Each site operates in the best mode based on the channel resources available and capabilities of the radios at that site. Radio users communicate without a console patch or the need to downgrade the call. Radio users from TDMA-only and FDMA-only sites are able to join a Dynamic Talkgroup without changing the call type at either site.

If all TDMA resources at a site are busy, the call can still go through because ASTRO 25 with transcoding will switch the call at that site to available FDMA resources, rather than wait for TDMA resources at that site to free up. When TDMA resources do free up, subsequent calls will switch back to TDMA at that site, improving efficiency.

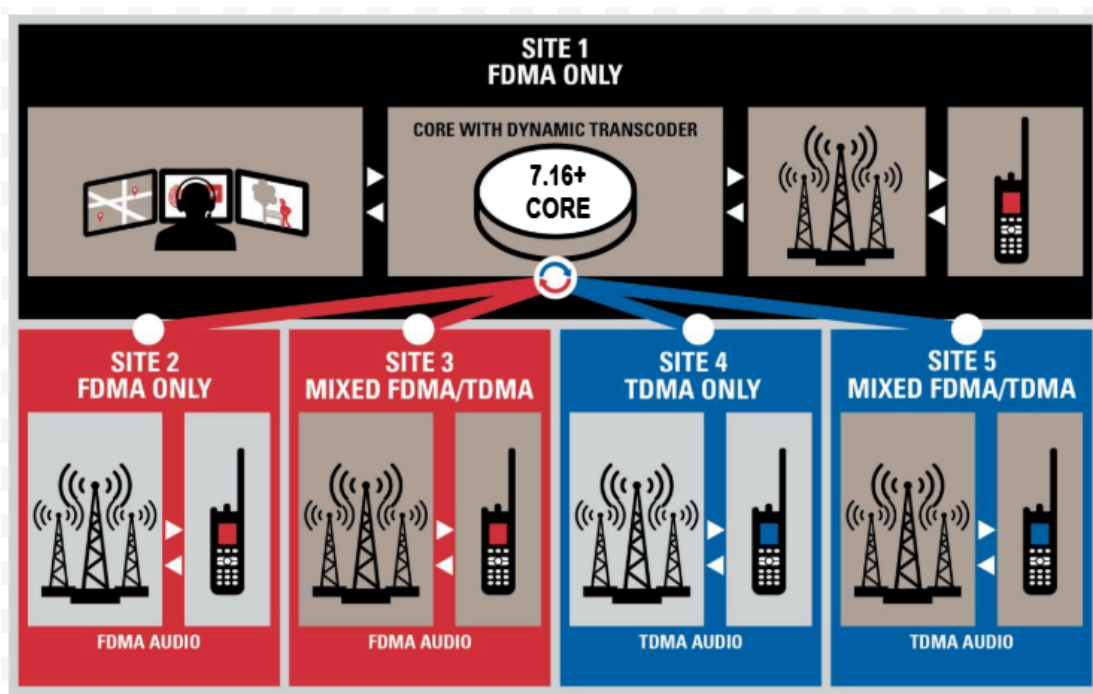


Figure: Dynamic Transcoding Solution Overview

Radio Management On Premise

On-premises Radio Management is a software solution that simplifies the process of provisioning radios through batch programming. Instead of updating radios one at a time, Radio Management allows you to push the updates to groups of subscribers, dramatically reducing the time required for radio configuration. For radio technicians who are managing ever-more complex radios and data sets, this is an advantageous approach to deploying, maintaining, and updating the whole fleet.

Keeps radios in the field - Deploying new radios or reprogramming radios for a new LMR system require multiple radio codeplug updates, as needs are defined or as a migration happens. With Radio Management, there is no need to schedule time to get radios into the shops for updates, saving countless days and keeping field personnel in the field.

Makes it easy to manage and update codeplugs - Radio Management provides a database of codeplugs, so it's easy to view each radio's programming, identify changes, and apply them in bulk as needed. The database helps plan changes in an organized way, rather than manually working with multiple spreadsheets.

Facilitates pushing new codeplugs to radios - Administrators can push all updates to radio programming by sending the command, and all radios get updated as they connect to Radio Management (whether tethered or through Wi-Fi or OTAP). The database indicates which radios have not updated their codeplugs, and administrators can reach out to those field personnel to help them get their radios updated.

Provides a locally-owned solution that can be easily managed with other IT assets - Radio Management can run on your network and be managed alongside your other IT assets for hardware and software maintenance, security, and backup.

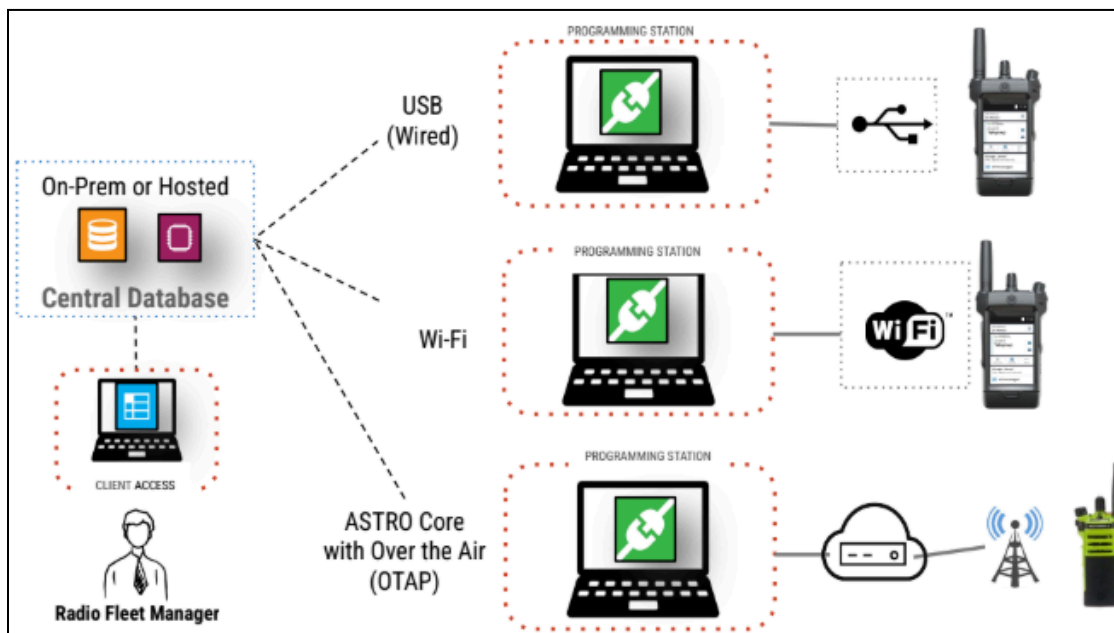


Figure: Radio Management On Premise Solution Overview

MC-EDGE Intelligent Gateway

The MC-EDGE® is an intelligent gateway designed for IoT applications. It is a general-purpose Remote Terminal Unit (RTU) enabling users to remotely control and monitor end node devices.

The MC-EDGE replaces the legacy SDM 3000 device for similar applications as a Network Fault Management (NFM) Remote Terminal Unit (RTU) at ASTRO RF sites.

The MC-EDGE device comprises a CPU Host board, a plug-in board and supports up to 16 SPE I/O modules while five out of them can be CAN bus I/O expansion modules. The device is enclosed in a compact, protective plastic housing. The CPU front panel provides easy access to connectors and ports. It includes a power LED, status LEDs for onboard DI/DOs, and status LEDs on the communication ports.



Figure: MC Edge Remote Terminal Unit (RTU)

The I/O module front panel includes terminal block connectors for sensor/device wire connection. There are 5 plug-in board options for each MC-EDGE configuration. Each plug-in board has a panel with different entrances.

The MC-EDGE can be used to report remote site digital sensor states and analog sensor values to the ASTRO Unified Event Manager (UEM) fault management application. The UEM can control digital outputs to activate equipment at remote sites. The MC-EDGE NFM is able to monitor analog inputs, useful for applications such as monitoring fuel tank levels or making analog environmental measurements.

Tower Top Amplifier (TTA)

The D-Series RF sites provide improved inbound coverage performance compared to G-series. Utilizing legacy, end of life, older TTA models can reduce the improvement advantage experienced by field users. Due to the field age and legacy models utilized at the York and Mundy RF sites Motorola Solutions has included our newest preferred TTA platform for use with the D-series RF sites.

The Filtronic SSG Tower Top Amplifier (TTA) system improves base radio performance for ASTRO P25 mission-critical Public Safety RF systems by increasing receiver sensitivity and wide-area coverage. It balances performance between mobile and handheld users increasing portable subscriber radio unit coverage. The architecture includes a dual compact, tower-mounted TTA and a shelter-based control and monitoring unit connected by antenna feedlines. The TTA utilizes a redundant quadrature design with two low-noise amplifiers and an automatic failover mechanism to ensure continuous operation.

- Provides increased gain, lower noise figure, and 4:3:10 connections
- USA manufacture and applications support
- Complies with Motorola Solutions TTA revised 2018 specification
- Low noise figure across standard operating gain levels
- Control Unit: Intuitive graphic user interface. Native DC powered.



Figure: Filtronic Diversity TTA and Control Unit

Proposed Equipment

Motorola Solutions is proposing the following equipment for the ASTRO system solution.

METRO ASTRO Core

- **ASTRO Core Licensing**
 - 2 TDMA Site License
 - 2 Dynamic Talkgroup Site Assignment License
 - 500 Radio User Licenses / 500 Visiting Radio Users Licenses
- **Dynamic Transcoding**
 - 1 Dynamic Transcoding Server and Core Licenses

Mundy RF Sub-Site

D-series Virtualized Prime Site

- **1 D-series Virtualized Prime Site**
 - 2 DSC 8000 with Rubidium
 - 9 Simulcast Voting Carrier Licenses
 - 8 TDMA Licenses (N-1)
 - 2 SRX1500 Prime Access Routers
 - 2 Prime Backhaul Switches
 - 1 Dual AC Power Supply
- **GNSS Antenna System**
 - 2 GNSS Receiver Antennas
 - 2 Runs of GNSS Cables
 - 2 Surge Protection Devices
 - 2 Sets of GNSS Mounting Hardware

D-Series Multi-Carrier RF Site

- **1 D-series M12 Multicarrier Rack**
 - 9 Channels, 2 DSC 8500 with Rubidium
 - 1 (4-6) Splitter
 - 6 Multicarrier Power Amplifiers (MCPA)
 - 1 AC Power Supply (6 AC Modules)
 - 1 Site Router
- **GNSS Antenna System**
 - 2 GNSS Receiver Antennas and Mounting Hardware
 - 2 Runs of GNSS Cables and Surge Protection
- **Radio Frequency Distribution System**
 - 1 Tx Antenna and 1-1/4" Transmission Line and Connectors
 - 2 Rx Antenna and (2) 7/8" Transmission Line and Connectors
 - 1 TTA Test Line 1/2" and Connectors
 - 1 Diversity Tower Top Amplifier (TTA) with AC Power Supply
 - Lower Connectors, Jumpers, and Surge Protection
- **Network Rack**
 - 1 MC Edge Remote Terminal Unit (RTU)
 - 1 7.5' Rack with Power Distribution



York RF Sub-Site

D-Series Multi-Carrier RF Site

- **1 D-series M12 Multicarrier Rack**
 - 9 Channels, 2 DSC 8500 with Rubidium
 - 1 (4-6) Splitter
 - 6 Multicarrier Power Amplifiers (MCPA)
 - 1 AC Power Supply (6 AC Modules)
 - 1 Site Router
- **GNSS Antenna System**
 - 2 GNSS Receiver Antennas and Mounting Hardware
 - 2 Runs of GNSS Cables and Surge Protection
- **Radio Frequency Distribution System**
 - 1 Tx Antenna and 1-1/4" Transmission Line and Connectors
 - 2 Rx Antenna and (2) 7/8" Transmission Line and Connectors
 - 1 TTA Test Line 1/2" and Connectors
 - 1 Diversity Tower Top Amplifier (TTA) with AC Power Supply
 - Lower Connectors, Jumpers, and Surge Protection
- **Network Rack**
 - 1 MC Edge Remote Terminal Unit (RTU)
 - 1 7.5' Rack with Power Distribution

Mt. Juliet Dispatch

- **Radio Management**
 - 1 Radio Management (RM) Server (On Prem)
 - 1 RM Job Processor Desktop Programming Station PC
 - 500 Device Licenses (First 100 are included at no cost)
 - 2 APX Portable and 2 APX Mobile Programming cables
 - 1 (7) Port USB Hub

Equipment Spares

- D-series critical equipment spares have been included to support the new platform equipment.
 - 1 FRU: DSC 8000 AC power supply
 - 1 FRU: DSC 8500 W/ RUBIDIUM
 - 1 FRU: XCVR 7/800 MHZ
 - 1 FRU: 4-6 WAY SPLITTER 800 MHZ
 - 1 FRU: DBR MCPA 800 MHZ
 - 1 FRU: DBR MCPA FAN KIT
 - 1 7/800 MHZ, TTA SYSTEM, ESS, 4.3-10, DIVERSITY



Preliminary Migration Plan

High-Level Cutover Plan: G-Series Prime to Virtualized Prime

This cutover plan will describe converting the Customer's system from its existing G-Series Prime Site to a Virtualized (DSC 8000-based) Prime Site. Further details will be discussed and customized with Customer's input at Design Review.

Timeframes are approximate and also allow for coordination between the customer and Motorola based on system activity.

Preparation Work

- New Prime Site installed in parallel to existing G-Series Site equipment.
- MPLS connectivity and configuration established to the new Prime Site, but separate from the live ASTRO network.
- Physical ports activated in an operationally "up" state, with the IP interface in a "down" state, ready for cutover.

Day of Cutover: Pre-Cutover Tasks (~30 min window)

These cutover tasks will be executed prior to and as close to the cutover event as possible. In addition to the purpose of verification, certain tasks are intended to hasten the cutover event and reduce downtime.

- Confirm states of new DSC 8000s
- Prepare the Unified Event Manager (UEM)

Day of Cutover: Live-Cutover and Post-Cutover Tasks (~1 hour window)

- Dispatchers switch to backup RF control stations and confirm operation with test calls.
- Begin work on existing and new Prime site logical interfaces that results in site-trunking followed by "Out of Range" for radio users.
- Turns up the new logical interfaces at the new Virtualized Prime Site. The site will come back up in failsoft and then quickly transition to site-trunking followed by wide-area trunking.
- Discovers new equipment in UEM.
- Watch for abnormalities.
- Confirm at dispatch that normal communications have been restored.
- Dispatch resumes normal operation using consoles.
- Performs UNC and UEM updates and verifications.
- End of cutover.



Day of Cutover: Test Procedure (~3 hour window)

The agreed upon test procedure shall be executed in a 3-hour timeframe on the cutover date at a time convenient to the customer. The purpose of these tests are to ensure that the locally redundant Prime Redundant Access Router and DSC 8000 will automatically be invoked upon failure of the primary Prime Access Router or DSC 8000.

When this test is executed, end users will experience approximately 30 seconds of temporary capacity reduction.

Decommissioning (If Applicable)

After an agreed upon timeframe, the MPLS services and legacy prime site devices can be decommissioned.

High-Level Cutover Plan: GTR to DBR

This is a high level, preliminary cutover plan based on Motorola's recommendation and best practices. If modifications to this plan are required it can be completed and memorialized during the contract design review (CDR) phase of the project implementation. Cutover will be done on a site-by-site basis and this plan will apply to each site being upgraded. The new D-Series M12 site can co-exist and operate with existing G-Series sites within the system.

The proposed D-Series M12 configuration will re-use the existing site network equipment and antenna/systems. It will also maintain the same Site ID and IP plan of the existing site. This will allow for minimal system impact and down time.

Preparation Work

- New D-Series M12 installed in parallel to existing G-Series Site equipment.
- Initial configuration complete on M12 for site specific identifiers, frequencies, and any operational features/requirements.
- Prepare antenna line jumpers as needed for connection to D-Series equipment, as the connector types are likely different.
- Floor plans and rack placement have been identified for each shelter.

Day of Cutover: Pre-Cutover Tasks (~30 min window)

These cutover tasks will be executed prior to and as close to the cutover event as possible. In addition to the purpose of verification, certain tasks are intended to hasten the cutover event and reduce downtime.

- Confirm states of new DSC 8500s
- Prepare the Unified Event Manager (UEM)

Day of Cutover: Live-Cutover and Post-Cutover Tasks (~4 hour window)

- Dispatchers inform field users of site outage and any expected coverage impact.
- Disconnect antenna from G series equipment.



- The output power will be measured at the top of the G-Series rack as a base line for the existing equipment. After installation and optimization, power will be measured at the top of the rack for D-Series M12 equipment to confirm equal or higher power.
- Sweep antenna system. A report will be generated based on these sweeps and any abnormalities will be highlighted. As needed, recommendations will be provided for any remediations.
- Connect antenna lines to D-Series equipment.
- Move the LAN connection on the existing site router(s) from the G series equipment to the new D-Series M12 equipment.
- Motorola discovers new equipment in UEM.
- Confirm that the site is operational and test that all channels are functional.
- Motorola watches for abnormalities.
- Dispatchers to test and confirm normal communications have been restored.
- Dispatchers report to field users that the system is back to normal state.
- Motorola performs UNC and UEM updates and verifications.
- End of cutover.

Decommissioning

After an agreed upon timeframe, the legacy G series equipment will be powered down and removed from the site.



Backhaul Requirements

Below are the minimum service provider requirements to ensure reliable Ethernet connectivity for mission-critical ASTRO P25 systems. This information should be provided to the service provider.

General

- RJ45: CAT-5 minimum for cabling / Fiber SFP: Contact Motorola Solutions engineering for deployment
- Port Speed and Duplex: 100 Mbps, Full Duplex, No Autonegotiate
- Circuit must be port-based, point-to-point L2 service that passes frame sizes up to 1572 bytes (plus any bytes for tags applied by the service provider)
- Class of service: "Real-time"
- Must pass LLDP frames
- Service level agreements should be specified and agreed upon
 - Motorola Solution's standard for Availability: > 99.999% or "5 Nines"

Bandwidth

The bandwidth referenced is the minimum required to ensure performance of a fully utilized site. The port speed and/or internal backhaul network may need to be greater to ensure the jitter specification is met.

- Minimum Recommended: 5 Mbps

Tolerance to Backhaul Network Congestion or Outage

- Site Links: 2 seconds

Latency

Latency or IP Packet Transfer Delay is defined per RFC 2681.

- 10 ms

Jitter

The measurement method for jitter is based on RFC 3393 (Section 2.4) and ITU-T Recommendation Y.1541.

- 5 ms

Packet Loss

- IP Packet loss rate 0.01%

Quality of Service (QoS) Mechanisms

Two (2) QoS levels are required. The following QoS mechanisms are supported:

- Layer 3 (ToS or DSCP).



Design Assumptions

This budgetary proposal is based on the following list of assumptions:

- This design is based on the ASTRO 25 system release, 2024.1.
- The customer will be responsible for providing accessibility to the site during installation.
- Customer provided Ethernet site connectivity will meet the requirements specified in Backhaul Requirements section.
 - No backhaul connectivity has been included in this proposal.
- The customer will provide adequate power, HVAC systems, and rack space to support the new equipment as per R56 Standards.
 - This proposal does not include any modifications to the main power or backup power infrastructure at the detailed site locations.
 - All sites have been designed to operate as AC power and will utilize the existing UPS systems on site.
 - This proposal assumes there is floor space for the new rack(s) in each of the existing RF site locations. This floor space is needed for temporary installation during the transition.
- All existing towers (Mundy and York) will have adequate space and size to support the antenna network requirements of the system described.
 - Any site, civil, or tower upgrade requirements due to the equipment included in this proposal are the responsibility of the customer. Motorola Solutions is not responsible for delays or costs associated with site development, architecture, and engineering.
- Cable Support: Existing cable support facilities (e.g., waveguide ladders, ice bridges, entry ports) will be used for supporting the new antenna cables.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- It is not possible for G-series and D-series repeaters to reside on the same logical ASTRO site, sharing the same ASTRO Site ID. During the transition from G-series repeaters to D-series repeaters, there will be a short period of downtime during the cutover, leading to a brief loss of coverage from the site undergoing conversion. Motorola Solutions will take steps to minimize the impact of any downtime.
- Motorola Solutions has not included a coverage guarantee or guaranteed Coverage Acceptance Testing (CATP) as a part of this firm proposal.
- During the implementation of the new DBR M12 trunked repeaters, Motorola Solutions will ensure that a given site does not exceed its currently licensed ERP.
- Approved frequency licensing and coordination is assumed. The customer is responsible for updates to the current FCC license
 - Motorola Solutions can assist with planning and coordination of frequency licensing.
- Motorola Solutions will take inventory and recycle any G-series radio equipment.
 - Any remaining networking equipment not supported on the new ASTRO release will be recycled.



- Networking equipment supported for operation can be retained as spares.
- This proposal assumes METRO Nashville approval for the addition of the Dynamic Transcoding Server located at the METRO Compton Core Site.
- Dynamic Transcoding functionality is included for the METRO Compton Core only. A second Dynamic Transcoding server would be required to support DSR operations at the DSR core in Williamson County.

RADIO MANAGEMENT

- No radio subscriber programming has been included in this proposal.
- Each radio will require a one time programming touch in order to add the subscriber unit to the Radio Management deployment.
- Subscriber radio units desired to utilize programming over WIFI are assumed to have the required options and features in the radio.
 - No flashcode upgrades have been provided.
- This proposal assumes one central programming location for the On Premise Radio Management deployment.
- This proposal assumes Mt. Juliet has networking capacity to support the proposed equipment to be located at Mt. Juliet dispatch center.
- To enable device discovery and programming, the local network hosting the Device Programmer and Wi-Fi router needs to support the following
 - IGMP supported in Network Router (device discovery)
 - Multicast DNS via UDP Port 5353 (device discovery)
 - HTTP/TCP Port 8443 allowed (listening for jobs from server)
 - DP and radios on the same subnet (device programming).
- Radio Management Port Requirements - Radio Management uses various TCP and UDP ports to communicate between components and sometimes to configure devices. The following table describes the ports that Radio Management uses and the conditions under which the ports must be opened in the corporate or computer firewall.
 - NOTICE: As port 443 is now the default port setting, port conflicts can occur when RM system components are deployed on a computer running other services concurrently.
 - See TCP and UDP Ports for Radio Management Table Below:



RM Component	Protocol and Ports	Firewall Settings	Comments
RM Server	TCP: 8675, 3416, 443	Open in the corporate firewall and the RM Server.	Required for Radio Management to work in a distributed environment. If only HTTPS is used, then the only open port required is 443.
	TCP: 49202, 49205-49210, 50003, 51020 – 51030, 65534	Open in the corporate firewall and the RM Server.	RM uses port selection to communicate through any of these TCP ports. Can be changed in the Settings of the RM Server Utility.
Presence Notifier (PN)	TCP:3000 for clear, 50000 for secure	Open in the corporate firewall and computer in which a DP configured for OTAP is installed	Can be changed in the Settings of the RM Device Monitor Utility.
DP Wireless programming (DNS-SD)	UDP: 5353	Open in the corporate firewall in which a DP configured for wireless programming is installed	Multicast must be enabled on the network using wireless programming
DP IP Programming	TCP: 50000 - 50100	Open in the corporate firewall and computers in which a DP for IP Programming is installed	Can be changed in the Settings of the RM Device Monitor Utility.
RM Client	TCP: 80, 443	Open in the corporate firewall and RM client computer	Cannot be changed. Only needed when licensing features in the RM Client.



Implementation Statement of Work

Overview

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Mt. Juliet. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and City of Mt. Juliet to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for Motorola Solutions and City of Mt. Juliet during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for Motorola Solutions and the City of Mt. Juliet.
- A preliminary implementation timeline.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by all parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

Responsibility Matrix

Motorola will use a phased approach for successfully implementing the City of Mt. Juliet's system.

These phases are broken down by:

- Project Initiation
- System Installation
- System Optimization And Testing

Tasks	Motorola Solutions	City of Mt. Juliet
PROJECT INITIATION		
Contract Finalization and Team Creation		



Tasks	Motorola Solutions	City of Mt. Juliet
Execute contract and distribute contract documents.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents within 7 to 10 business days.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the City of Mt. Juliet's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review. City of Mt. Juliet Design Review will take place within 14 days of contract execution.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		



Tasks	Motorola Solutions	City of Mt. Juliet
Review the City of Mt. Juliet's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present the preliminary installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that City of Mt. Juliet sites can accommodate proposed equipment.		X
Provide all approvals required to add the proposed equipment at the proposed sites		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for the City of Mt. Juliet provided hardware, software, LAN, WAN, and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract	X	



Tasks	Motorola Solutions	City of Mt. Juliet
resulting from the Design Review.		
Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide a secure, temperature-controlled location for solution equipment.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
Virtualized Prime Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter, and capacity requirements. These may include dedicated phone circuits, microwave links, or other types of connectivity.		X
Provision and wiring of additional AC circuits/feeds/breakers/receptacles, and cover any upgrade of the amperage of the utility service into the proposed facility, where needed.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	



Tasks	Motorola Solutions	City of Mt. Juliet
Configure the ASTRO 25 system to support the proposed equipment.	X	
Integrate the MC Edge equipment with the new equipment at the demarcation points defined in the design documents.	X	
Perform functionality test of the prime site as described in the FATP section.	X	
Document and provide test results.	X	
Review and approve test results.		X
Remove, transport, and dispose of outdated equipment.	X	
Deliverable: Prime site equipment installation completed.		
D-Series Remote Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Verify backhaul connectivity and associated equipment (such as MPLS) for all sites to meet latency, jitter, and capacity requirements. These may include dedicated phone circuits, microwave links, or other types of connectivity.	X	
Provision and wiring of additional AC circuits/feeds/breakers/receptacles, and cover any upgrade of the amperage of the utility service into the proposed facility, where needed.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Prepare drawings showing the layout of new and existing equipment.	X	
Configure the ASTRO 25 system to support the new RF sites.	X	
Integrate the new RF equipment into the system to ensure proper operation.	X	
Integrate the MC Edge equipment with the existing punch block at the site.	X	
Perform functionality test of the RF site as described in the FATP section.	X	
Document and provide test results.	X	
Review and approve test results.		X
Transport and dispose of outdated equipment.		X



Tasks	Motorola Solutions	City of Mt. Juliet
Perform an antenna system performance assessment through sweeping the lines in their current installed configuration. Provide a written report on antenna sweeps.	X	
Perform improvements or modifications to antenna systems, as required by the MSI evaluation.		X
Perform Antenna and Transmission Line Sweep. Provide a written report on antenna sweeps.	X	
Deliverable: Remote site equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Reconfigure and optimize 3rd party equipment that is not part of the Motorola Solutions scope of work.		X
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	



Tasks	Motorola Solutions	City of Mt. Juliet
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the City of Mt. Juliet acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by the City of Mt. Juliet.		
Cutover		
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing, and installations), as needed, during cutover period.	X	
Conduct a cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cutover users and ensure that user radios are operating on the system.		X
Resolve punch list items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	



Tasks	Motorola Solutions	City of Mt. Juliet
Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list items.		X
Deliverable: Migration to new system completed, and punch list items resolved.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to the City of Mt. Juliet upon project completion.	X	
Provide an electronic as-built system. This will include the following: Site Block Diagrams. Site Floor Plans. Site Equipment Rack Configurations. Antenna Network Drawings for RF Sites (where applicable). ATP Test Checklists. Functional Acceptance Test Plan Test Sheets and Results. Equipment Inventory List. Console Programming Template (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Assumptions

The following assumptions remain in need of review and verification as of the submission of this proposal. These assumptions affect the scope of responsibilities to ensure ancillary systems and facilities are fully



prepared to support the solution contained in this proposal. Motorola will work with the City of Mt. Juliet to determine the validity of these assumptions and determine the increased scope for which Motorola and/or City of Mt. Juliet is responsible. Should the City of Mt. Juliet prefer Motorola to assume responsibility for the increased scope, Motorola will prepare and submit to the City of Mt. Juliet a revised proposal or change order reflecting the revised scope, cost, and project implementation.

- A Performance Bond is not required.
- Union Labor is not required.
- Prevailing Wages are not required.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
 - a. Electrician services are not included.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
 - a. Any tower upgrade requirements are the responsibility of the City of Mt. Juliet.
- Any site/location upgrades or modifications are the responsibility of the City of Mt. Juliet.
- All Communication Sites can be accessed with a 4 wheel drive vehicle. Anything beyond the use of a 4 wheel drive vehicle will require a change order to capture the additional cost.
- Interfacing to 3rd party equipment or applications is not a part of this proposal.
- Approved FCC licensing is the responsibility of the City of Mt. Juliet.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Mt. Juliet.
- Any required system interconnections not specifically outlined here will be provided by the City of Mt. Juliet. This may include dedicated phone circuits, microwave links, or other types of connectivity.
- Training is not ☒ included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the City of Mt. Juliet's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- All sites are assumed to be land-accessible and no special transportation such as helicopter and the like is required to gain site access.
- Motorola Solutions will not perform any work on non-Motorola Solutions owned equipment.
- Subscriber Reprogramming Efforts are not part of the scope of work
- Any City of Mt. Juliet-owned equipment or site/location upgrades or modifications are the responsibility of the City of Mt. Juliet.
- Virtualized Prime Site Migration Assumptions:
 - a. Assumes the new VPrime site equipment will reuse the existing TRAK equipment.
 - b. The existing site has adequate electrical power in the proper phase and voltage, and the site



grounding is sufficient to support the system's requirements. If additional grounding or electrical work is necessary, a change order may be executed.

- i. Two (2) 20A outlets are required for the new Prime Site rack at each location.
 - ii. One (1) additional 15A outlet is required for the new backhaul switch at each location.
- c. No training is included.
- D-Series RF Site Migration Assumptions:
 - a. Assumes the new D-series RF site equipment will reuse the existing TRAK equipment.
 - b. Sufficient space exists at each trunking RF site to allow for the addition of the new D-Series P25 radio site rack(s) while the existing equipment continues operation. Lack of sufficient space will require a temporary shelter or temporary placement of equipment to accommodate the new radio equipment. This may increase the outage at the site during cutover.
 - c. All Communication Sites can be accessed with a 4-wheel drive vehicle. Anything beyond the use of a 4-wheel drive vehicle will require a change order to capture the additional cost.
 - d. Interfacing to 3rd party equipment or applications is not a part of this proposal.
 - e. No training is included.
 - f. No fleetmapping services are included in this proposal.
 - g. There is no coverage guarantee, nor any coverage measurements included in this proposal.

Field Acceptance Plan

Virtualized Prime Site Migrations - Field Acceptance Test Plan

Acceptance Test Plan

- The following tests will be conducted on the ASTRO 25 Virtual Prime Sites to demonstrate the functionality and performance:
 - Failure of Prime Access Router or Site Link
 - Primary VPS DSC 1 Failure
 - Primary VPS DSC 2 Failure
 - Intraprime Link Failure
 - DSC 1 and DSC 2 Failure at the Primary VPS (With Geo-Prime Option)
 - GPS Antenna Failure

Excluded Testing

- Component Level Testing: Each component of the system undergoes testing at the point of manufacture of that component. The FAT is concerned with testing overall system level functionality and performance and component level testing (e.g., measuring BTS receiver sensitivity) is not



replicated during the FAT.

- EMC Compliance: EMC regulatory compliance has been established at component level, and the FAT will not measure EMC behavior.
- Capacity or Loaded System Performance: Testing to ensure that the system meets its capacity and loaded system performance requirements is conducted during Motorola's product development process using specialized system loading and simulation tools. It is not replicated during an FAT.

D-Series RF Site Migrations - Field Acceptance Test Plan

Equipment Tested

- The following tests will be conducted on the ASTRO 25 D Series Base Station to demonstrate the functionality and performance:
- Loss of Network Connection of DBR MCPA
- Loss of Network Connection of DBR XCVR
- Loss of DBR MCPA
- Loss of DBR XCVR
- Single DSC Failure
- Output Power Verification - The output power will be measured at the top of the rack as a base line for the existing equipment. After installation and optimization, power will be measured at the top of the rack for DBR equipment to confirm equal or higher power.

Excluded Testing

- Component Level Testing: Each component of the system undergoes testing at the point of manufacture of that component. The FAT is concerned with testing overall system level functionality and performance and component level testing is not replicated during the FAT.
- EMC Compliance: EMC regulatory compliance has been established at component level, and the FAT will not measure EMC behavior.
- Coverage Acceptance Testing is excluded. Upon request from the City of Mt. Juliet, Motorola can provide a quote for Coverage Acceptance Testing based on the scope of testing (type of test, service area, testing criteria etc.) desired.
- Capacity or Loaded System Performance: Testing to ensure that the system meets its capacity and loaded system performance requirements is conducted during Motorola's product development process using specialized system loading and simulation tools. It is not replicated during an FAT.



Preliminary Project Schedule

Motorola's preliminary schedule indicates total project implementation to be approximately 12 months pending supply chain availability at time of purchase. This preliminary schedule is included for informational purposes only and assumes that all responsibilities as defined above are completed, as required. If site improvements or site approvals are needed these must be completed prior to equipment shipping to the field.



Civil Statement of Work

Overview

Motorola Solutions offers a tailored site development solution for the Mt. Juliet's project, which includes a high-level summary of civil scope, proposed architectural and engineering services, and a site development scope of work for each site proposed.

Civil Scope High Level Summary

Site Name	Mundy	York SC
Site Acquisition	Customer Responsibility	Customer Responsibility
A&E, Drawings, Regulatory	Included	Included
Permitting	Cost Plus 10%	Cost Plus 10%
Zoning	Not Included	Not Included
Existing or New Tower Type/Height	Existing	Existing
Existing or New Shelter Type/Size	Existing	Existing
Existing or New Fuel Tank Type/Size	Existing	Existing
Existing or New Generator Type/Size	Existing	Existing
RF Antenna Installation	2 Stick, 1 TTA	2 Stick, 1 TTA



Proposed A/E (Civil Design) Services

A/E Scope Proposed	Mundy	York SC
Site design visit to collect pertinent information from the sites	X	X
Prepare record drawings of the site showing the as-built information	X	X
Conduct Limited NEPA compliance/FCC checklist	X	X
Structural Analysis	X	X



Mundy



Site Information					
Ground Elevation (Ft./M.)	Latitude	Longitude	Site Owner	EXISTING Tower Ht. (Ft.)	EXISTING Tower Type
468 M	36 10 29.3 N	86 28 26.1 W	City Owned	245 ft	Self-supported Tower
Site Improvements					
Access Road			Compound/ Expansion Size		
Width (Ft.)	Length (Ft.)	Clearing Type	Width (Ft.)	Length (Ft.)	Clearing Type
N/A	N/A	N/A	N/A	N/A	N/A
Ice Bridge	EXISTING Shelter			Fuel Tank	
Length (Ft.)	Type	Width (Ft.)	Length (Ft.)	Gal.	Type
N/A	N/A	N/A	N/A	N/A	N/A
Generator		Electrical Circuits			
Transfer Switch	Type	Amps/Volts	Type	Cable (Ft.)	
N/A	N/A	N/A	N/A	N/A	
Antenna: RF		Antenna: TTA			MW Dish:
2 Stick,		1			N/A
RF Lines (Linear Ft.)					
1/2-inch	7/8-inch	1-1/4-inch	1-5/8-inch	EW63	
295	295	275	N/A	N/A	

York SC



Site Information					
Ground Elevation (Ft./M.)	Latitude	Longitude	Site Owner	EXISTING Tower Ht. (Ft.)	EXISTING Tower Type
466 M	3614 39.5 N	86 29 56.8 W	Power Company	180 ft	Self-supported Tower
Site Improvements					
Access Road			Compound/ Expansion Size		
Width (Ft.)	Length (Ft.)	Clearing Type	Width (Ft.)	Length (Ft.)	Clearing Type
N/A	N/A	N/A	N/A	N/A	N/A
Ice Bridge	EXISTING Shelter			Fuel Tank	
Length (Ft.)	Type	Width (Ft.)	Length (Ft.)	Gal.	Type
N/A	N/A	N/A	N/A	N/A	N/A
Generator		Electrical Circuits			
Transfer Switch	Type	Amps/Volts	Type	Cable (Ft.)	
N/A	N/A	N/A	N/A	N/A	
Antenna: RF		Antenna: TTA			MW Dish:
2 Stick,		1			N/A
RF Lines (Linear Ft.)					
1/2-inch	7/8-inch	1-1/4-inch	1-5/8-inch	EW63	
230	230	210	N/A	N/A	

General Customer Responsibilities

Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.

As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708

As required, provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.

SITE ACQUISITION

Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.

Provide a right of entry letter from the site owner for Motorola to conduct field investigations.

Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.

EXISTING STRUCTURE RESPONSIBILITIES

Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.



General Site Development Assumptions

No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work

All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).

All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Customer or site owner.

All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.

The site will have adequate electrical service. Utility transformer, transformer upgrades, line, or pole extensions have not been included.

Pricing has been based on National codes such as IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.

Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.

A maximum of 30 days will be required for obtaining approved building permits from time of submission.

No access road or staging area improvements are required for the heavy construction equipment which could include concrete trucks, drill rigs, semi tractors and trailers, and cranes.

If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.



EXISTING TOWER ASSUMPTIONS

The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.

The existing site has adequate room to expand and install the shelter, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, right-of-ways, or property lines.

AM detuning or electromagnetic emission studies will not be required.

Protective grating over microwave dishes or the communications shelter has not been included in this proposal.

Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members.

Lead paint testing of existing painted towers has not been included.

On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.

The new shelter can be located within 20 feet of the existing tower location and the generator/fuel tank can be located within 25 feet of the shelter.

Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.

The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.

Underground utilities are not present in the construction area and as such no relocation will be required.

The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.

The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.



Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.

Foundations for the compound, shelter, generator and fuel tank are based on "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering, hazardous material removal or wetland mitigation have not been included.

EXISTING EQUIPMENT ROOM ASSUMPTIONS

Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.

The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.

The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.

A clear obstruction-free access exists from the antenna location to the equipment room.

The Customer does not desire an upgrade of the existing site to meet Motorola's R56 standards.

The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.



Warranty Support and Sustainment Services

Included with the purchase of Motorola Solutions equipment is a standard one-year manufacturer's limited commercial warranty to correct possible defects in materials and workmanship. It covers only the equipment supplied by Motorola Solutions. Warranty services will include repair service during normal business hours, Monday through Friday, excluding holidays observed by Motorola Solutions.

Today's IP-based, software-driven communications systems provide our customers with robust features and advanced applications which can lead to increased productivity and operational efficiency. The integration of third party software applications and Commercial-Off-The-Shelf (COTS) equipment provide benefits and flexibility, yet they also affect how these systems are managed and sustained. Multiple technologies and multiple vendors must now be addressed in a sustainment plan. Information Assurance, security, and technology obsolescence strategies must be taken into account.

Motorola Solutions has invested heavily in developing the resources, tools, policies and programs necessary to fully support and sustain these highly complex systems. Our plans have been designed to address the unique challenges involved in the sustainment of these IP based, multi vendor/technologies. Motorola Solutions has a proven track record providing comprehensive and effective sustainment plans. Each service offering is managed by a Motorola Solutions Customer Service Manager (CSM) who provides an experienced interface between our customers and the organizations providing service.



Pricing Summary

EQUIPMENT AND SERVICES SUMMARY	
Equipment	\$2,721,889 .00
Systems Integration	\$983,490 .00
System Total List Price	\$3,705,379.00
System Discount	\$805,379 .00
SUMMARY TOTAL:	\$2,900,000 .00

Quote is valid for 60 days from the date of this proposal.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.



Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

Milestone	Milestone Detail	Percentage
1	Completion of Contract Execution	25%
2	Shipment of Equipment	60%
3	Installation of Equipment at Customer Site	10%
4	Final Acceptance	5%

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.



Contractual Documentation

PRODUCTS AND SERVICES AGREEMENT		
This Products and Services Agreement (this "Agreement") is entered into between Motorola Solutions, Inc., ("Seller" or "Motorola") and the entity set forth in section I(b) ("Customer") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "Party" and collectively as the "Parties".		
Seller and Customer Information		
(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: City of Mt. Juliet, TN Address: 1019 Charlie Daniels Parkway Mt. Juliet, TN 37122 Contact: Director Adam Williams
Transaction Details		
(a)	Proposal	Proposal No. PS-000229432 Date: _____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal. Customer affirms they have signatory authority to execute this contract. The contract price of \$2,900,000 is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Tennessee Statewide Contract No. 424 are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.
Entire Agreement		
This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an		



original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER: City of Mt .Juliet, TN

Motorola Solutions, Inc

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____





Mt. Juliet, Tennessee

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

Staff Report

File #: 1834

Agenda Date: 8/10/2026

Agenda #: 8.J.

Title:

A RESOLUTION TO APPROVE AN IMAGE MANAGEMENT AGREEMENT WITH NOVATECH FOR THE USE OF COPY AND PRINTING EQUIPMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT

RESOLUTION - 2026

A RESOLUTION TO APPROVE AN IMAGE MANAGEMENT AGREEMENT WITH NOVATECH FOR THE USE OF COPY AND PRINTING EQUIPMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, departments of the City of Mt. Juliet require printing equipment in the daily course of business; and

WHEREAS, the city desires to enter into an image management agreement with Novatech for the use of copy and printing equipment; and

WHEREAS, the equipment and services under the Agreement are being obtained through Sourcewell Cooperative Purchasing Agreement No. 112124-KON; and

WHEREAS, the agreement has a term of 48 months for 20 Konica Minolta machines; and

WHEREAS, the payments will total \$3,349.25 per month.

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

Section 1. The Board of Commissioners approves the image management agreement with Novatech.

Section 2. The City Manager is hereby authorized to sign the agreement with Novatech.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

RESOLUTION 2026 –

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Order # NT1124327		Agreement Number:			
Customer's Full Legal Name ("You" and "Your"):			City of Mount Juliet		
Trade / DBA Name (if different from above):					
Primary Street Address:			2425 N Mount Juliet Rd		
City:	Mount Juliet	State:	TN	Zip Code:	37122
Phone Number:	615-754-2552	County:	Wilson County	Fed Tax ID:	
Equipment Information:					
Quantity	Make	Model	Description		
			Sourcewell #112124-KON.		
See Schedule A -if this box is checked		☒			
Initial Term	Payment Includes	0	B&W Copies per Month	Overages Billed at	per copy
48	Payment Includes	0	Color Copies per Month	Overages Billed at	per copy
Months	Payment Includes	0	B&W Prints per Month	Overages Billed at	per copy
	Payment Includes	0	Color Prints per Month	Overages Billed at	per copy
Total Payment per month for Included Images* (plus applicable Tax):				\$	3,349.25
Payment Period is Monthly unless otherwise noted:		Monthly	Overage Billed Monthly unless otherwise noted:		Monthly
		Origination Fee:\$ 125			
NTouch Support Service Monthly Pay Option: Customer agrees to pay \$_____ per month for the Software Support described in Section 15.					
NTouch Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of \$195					
() CHECK HERE IF PAYMENT INCLUDES AMOUNTS FOR MANAGED NETWORK SERVICES. By checking here, You acknowledge that Novatech (the "Supplier") has agreed to provide You with remote network monitoring and maintenance, network security services or other IT services (collectively, "Managed Network Services" or "MNS") and You will be billed for such MNS on a pass through basis on behalf of the Supplier. You will pay the monthly MNS (as adjusted) when due plus any applicable sales use and property taxes. The provision of such services by the Supplier will be governed solely by Your separate agreement with the Supplier relating to MNS, which is distinct from this Agreement, and shall not affect Your obligations under this Agreement. If you have a dispute with the Supplier regarding the Equipment (as defined in Section 1), any service, repair or maintenance of the Equipment, or any MNS, You shall continue to pay all Payments and other amounts due under this Agreement without deduction, offset of withholding of any amounts. You and the Supplier may add, modify or remove MNS in accordance with your separate agreement with the Supplier without Our consent, provided that such agreement does not modify any other terms of this Agreement, including without limitation, amounts payable for rental, Agreement or use of the Equipment. If We assign Our rights under this Agreement pursuant to Section 9, You agree not to hold any assignee of this Agreement responsible for any Supplier's obligations hereunder.					

You acknowledge and agree that this Image Management Agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations, and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and will neither you nor any Representative is or will be listed in any Sanctions related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

- 1. EQUIPMENT RENTAL.** You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment.
- 2. EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION.** We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside Our normal business hours and any service, parts or supplies required by Your misuse or abuse of the Equipment, negligence, use of improper supplies, electrical or environmental problems, improper moving, extraordinary use or failure to follow the manufacturer's suggested use instructions, each as reasonably determined by Us. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: (a) You selected the Equipment based on Your own judgment; (b) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever (including, without limitation, Our failure to provide You with MNS); and (c) if We assign this Agreement pursuant to Section 9 (i) the Assignee shall not be responsible for providing You with MNS, Software Support, other Equipment service, parts or supplies, or for any other obligations that We or Supplier owes to You (even though the Assignee may, as a convenience to You, invoice You for amounts owed under such contract along with the amounts owed under this Agreement on one invoice bill and collect monies owed by You to Us), (ii) if the Equipment is unsatisfactory or if We fail to provide any service or fulfill any other obligation to You, You shall not make any claim against the Assignee and shall continue to fully perform under this Agreement, and (iii) We are not an agent of the Assignee and are not authorized to waive or alter any term of this Agreement.
- 3. PAYMENTS.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, (ii) the applicable overage charges for each metered copy & print collectively called Images in excess of the applicable number of copies included in the Payment, and (iii) applicable taxes and other charges provided for herein. You agree to pay the minimum Payment amount even if You do not make the applicable number of copies in a given month. You agree that We may increase the Payment and/or the applicable overage charges once each year during the Term, by an amount not to exceed 15% per year. You shall allow Us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, You will provide Us by telephone, email, or facsimile with the actual meter readings when We so request. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then We may estimate the number of copies & prints collectively called Images made and invoice You accordingly. If 3 consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge will be assessed to You. No retroactive adjustments will be made to the estimated meter readings. As used herein, a "copy" or "image" is an increment of the machine page counter caused by any operation of the Equipment which causes 8.5" x 11" paper to print, including printing, copying and fax printing. Restrict endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$25.00 for any returned or dishonored check or draft. The Payment may be adjusted proportionately upward or downward, as necessary, to comply with the tax laws of the state in which the Equipment is located.
- 4. TERM; AUTOMATIC RENEWAL.** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Initial Term" above. You agree to pay a transitional payment equal to 1/30th of the Total Payment, for each day from and including the date You sign the Acceptance of Delivery until the day preceding the Commencement Date. Unless You notify Us in writing not less than 60 days not more than 150 day prior to the expiration of the term or any renewal term that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Term, then You shall make the Equipment available for return in accordance with Section 12. This Agreement is non-cancelable for the full Term.
- 5. INDEMNIFICATION.** You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) (collectively "Claims") made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment or Our performance of any services hereunder, excluding any such Claims caused by Our gross negligence or willful misconduct. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment or Our performance of any services hereunder.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above)		Novatech ("We," "Us," "Our" and "Owner")	
By:	Date:	By:	Date:
☒		☒	
Print name:	Title:	Print name:	Title:

6. DISCLAIMER. EXCEPT TO THE EXTENT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Agreement in the hands of an Assignee is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the manufacturer, which warranty rights We assign to You for the Term (provided You are not in default). You may contact Us for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. OWNERSHIP; USE AND MAINTENANCE. You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment and shall hold Us harmless in accordance with Section 5 for any damages caused by computer viruses. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition"). With respect to any equipment designated as "Service Only", You acknowledge and agree that: (i) We do not own such equipment, (ii) such equipment is not provided or rented to You pursuant to the terms of this Agreement, (iii) the Supplier has agreed to provide service and supplies for such equipment in accordance with the terms of this Section 7, and (iv) the portion of the Payment attributable to such "service only" equipment includes payment only for the service and supplies provided by the Supplier pursuant to this Section 2 and not for the use or rental of such equipment.

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us. You agree to notify Us in writing of any loss. If a loss occurs and we have not otherwise agreed in writing, You will promptly pay to Us the unpaid balance of this Agreement, including any future payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to the present value at 2%. Any proceeds of insurance will be paid to Us and credited against the loss. You authorize Us to sign on Your behalf and appoint Us as your attorney-in-fact to endorse in Your name any insurance drafts or checks issued due to a loss.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or subrent any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations hereunder. Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay us a fee for Our administration of taxes related to the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You also agree to pay Us an Origination Fee in the amount set forth on Page 1 (or as otherwise agreed to). We may charge you a supply freight fee to cover our costs of shipping supplies to you. In connection with the expiration or earlier termination of this Agreement, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts.

11. DEFAULT; REMEDIES. You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, rent or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Total Payments and other amounts then due and past due, (ii) all remaining Total Payments (excluding the Managed Network Services Payment portion of each Total Payment) for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. Upon expiration of the Term, if You do not purchase the Equipment, You will return all of the Equipment to a location we specify, at your expense, in the continental United States. The Equipment must be returned to Us in Good Condition (defined in Section 7). You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting a data security standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees and parties having an economic interest in this Agreement and/or the Equipment. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either Your manual signature or an electronically applied indication of Your intent to enter into this Agreement, and (ii) Our original manual or electronic signature. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

15. NTOUCH SUPPORT SERVICE. As used herein, "Software Support" means the technical service and training for computer connectivity to the Equipment, including loading print drivers, configuring scan settings, desktop faxing and troubleshooting problems printing individual files, complex job creation, and color matching. During the first 30 days of the Term, We will provide You with MFP App, Fiery Controller and Software Support for no additional charge. Thereafter We will continue to provide You with Software Support (a) for an additional fee per month as noted on the front of this Agreement (in addition to the Total Payments and other amounts due under this Agreement) for the Term if You checked the box for "NTouch Support Service Monthly Pay Option" on Page 1 of this Agreement, or (b) at the rate of \$195 per hour if You checked the box for "NTouch Support Service Hourly Pay Option" on Page 1 of this Agreement. You acknowledge that the installation, operation, upgrade or maintenance of the Equipment or software can cause data and/or files to be accessed, deleted or damaged and You will take precautions to backup, secure and protect all software, data and removable storage media prior to requesting Us to provide any Software Support.

Schedule A - NT1124327

Title of lease, rental or other agreement: _____ (the "Agreement")

Lessee/Renter/Customer: City of Mount Juliet ("Customer")

Lessor/Lender/Owner: Novatech ("Company")

Equipment Make, Model & Serial Number	Equipment Location
Konica Minolta B4051i	COMJ City Beautiful – Old PW 2425 N Mount Juliet Rd Mount Juliet, TN 37122
Konica Minolta B4051i	COMJ PD – MJPD Range 1019 Charlie Daniels Parkway Mount Juliet, TN 37122
Konica Minolta C301i	COMJ FD - Fire Hall # 1 104 Belinda Parkway Mount Juliet, TN 37122
Konica Minolta C301i	COMJ PD – ISD (Admin Support) 1019 Charlie Daniels Parkway Mount Juliet, TN 37122
Konica Minolta C301i	COMJ PD – ISD (Office of the Chiefs – 251) 1019 Charlie Daniels Parkway Mount Juliet, TN 37122
Konica Minolta C301i	COMJ Parks & Rec – Community Center 1075 Charlie Daniels Parkway Mount Juliet, TN 37122
Konica Minolta C301i	COMJ Fire Hall Admin (CHA West – Fire Admin) 115 Clemmons Rd MOUNT JULIET, TN 37122
Konica Minolta C301i	COMJ Public Works (CHA East – Public Works) 115 Clemmons Rd MOUNT JULIET, TN 37122
Konica Minolta C301i	COMJ PD – Investigations 281 1019 Charlie Daniels Parkway Mount Juliet, TN 37122
Konica Minolta C301i	COMJ FD – Fire Hall #2 215 North Greenhill Rd Mt. Juliet, TN 37122
Konica Minolta C301i	COMJ City Hall - HR 2425 N Mount Juliet Rd Mount Juliet, TN 37122
Konica Minolta C3351i	COMJ PD – MJPD Dispatch 1019 Charlie Daniels Parkway Mount Juliet, TN 37122
Konica Minolta C3351i	COMJ FD – Fire Hall #3 69 E Hill St Mount Juliet, TN 37122
Konica Minolta C3351i	COMJ FD – Fire Hall #3 (Device 2) 69 E Hill St Mount Juliet, TN 37122
Konica Minolta C3351i	COMJ - Animal Control 115 Industrial Dr Mount Juliet, TN 37122
Konica Minolta C451i	COMJ - CHA West Building Codes 115 Clemmons Rd MOUNT JULIET, TN 37122
Konica Minolta C451i	COMJ PD – Sgt Work Area 1019 Charlie Daniels Parkway Mount Juliet, TN 37122

Konica Minolta C451i	COMJ City Hall – Mail Room 2425 N Mount Juliet Rd Mount Juliet, TN 37122
Konica Minolta C451i	COMJ PD – MJPD Records 1019 Charlie Daniels Parkway Mount Juliet, TN 37122
Konica Minolta C751i	COMJ - Finance 2425 N Mount Juliet Rd Mount Juliet, TN 37122

This schedule amends and supplements the Agreement described herein. This schedule, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This schedule may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this schedule and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this schedule.

Customer (identified above): [City of Mount Juliet]	Company (identified above): <u>Novatech</u>
By:	By: _____ Date: [____ / ____ / ____]
Print name:	Print name: [_____] Title: [_____]
Title:	Agreement Number: [_____]
Date:	Master Agreement Number (if applicable): [_____]

Group Billing Schedule - NT1124327

Title of lease, rental or other agreement: _____ (the "Agreement")

Lessee/Renter/Customer: City of Mount Juliet ("Customer")

Lessor/Lender/Owner: Novatech ("Company")

Equipment Make, Model & Serial Number	Equipment Location	Copies / Prints BW	Copies / Prints Color	Overage CPC BW	Overage CPC Color
Konica Minolta B4051i	COMJ City Beautiful – Old PW 2425 N Mount Juliet Rd Mount Juliet, TN 37122	0	0	0	0
Konica Minolta B4051i	COMJ PD – MJPD Range 1019 Charlie Daniels Parkway Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C301i	COMJ FD - Fire Hall # 1 104 Belinda Parkway Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C301i	COMJ PD – ISD (Admin Support) 1019 Charlie Daniels Parkway Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C301i	COMJ PD – ISD (Office of the Chiefs – 251) 1019 Charlie Daniels Parkway Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C301i	COMJ Parks & Rec – Community Center 1075 Charlie Daniels Parkway Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C301i	COMJ Fire Hall Admin (CHA West – Fire Admin) 115 Clemmons Rd MOUNT JULIET, TN 37122	0	0	0	0
Konica Minolta C301i	COMJ Public Works (CHA East – Public Works) 115 Clemmons Rd MOUNT JULIET, TN 37122	0	0	0	0
Konica Minolta C301i	COMJ PD – Investigations 281 1019 Charlie Daniels Parkway Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C301i	COMJ FD – Fire Hall #2 215 North Greenhill Rd Mt. Juliet, TN 37122	0	0	0	0
Konica Minolta C301i	COMJ City Hall - HR 2425 N Mount Juliet Rd Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C3351i	COMJ PD – MJPD Dispatch 1019 Charlie Daniels Parkway Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C3351i	COMJ FD – Fire Hall #3 69 E Hill St Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C3351i	COMJ FD – Fire Hall #3 (Device 2) 69 E Hill St Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C3351i	COMJ - Animal Control 115 Industrial Dr Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C451i	COMJ - CHA West Building Codes 115 Clemmons Rd MOUNT JULIET, TN 37122	0	0	0	0
Konica Minolta C451i	COMJ PD – Sgt Work Area 1019 Charlie Daniels Parkway Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C451i	COMJ City Hall – Mail Room 2425 N Mount Juliet Rd Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C451i	COMJ PD – MJPD Records 1019 Charlie Daniels Parkway Mount Juliet, TN 37122	0	0	0	0
Konica Minolta C751i	COMJ - Finance 2425 N Mount Juliet Rd Mount Juliet, TN 37122	0	0	0	0
Service – (ALL DEVICES)	City of Mount Juliet 2425 N Mount Juliet Rd Mount Juliet, TN 37122	25,000	22,000	\$0.0093	\$0.0543

This schedule amends and supplements the Agreement described herein. This schedule, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This schedule may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this schedule and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this schedule.

Customer (identified above): City of Mount Juliet	Company (identified above): <u>Novatech</u>	
By:	By:	Date: ____ / ____ / ____
Print name:	Print name:	Title:
Title:	Agreement Number:	
Date:	Master Agreement Number (if applicable):	

State and Local Government Addendum

NOVATECH INC
4106 CHARLOTTE AVE | NASHVILLE, TN 37209



Agreement Number 603-0323912-000 dated as of July 14, 2026

Name and Address of Customer ("You" and "Your"):
CITY OF MOUNT JULIET
2425 N MOUNT JULIET RD
MOUNT JULIET, TN 37122-3038

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and NOVATECH INC ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

- 1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- 3. LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 4. CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.
- 5. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: NOVATECH INC

Customer: CITY OF MOUNT JULIET

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title: _____

Print Name and Title: _____

AMENDMENT TO IMAGE MANAGEMENT AGREEMENT

THIS AMENDMENT TO IMAGE MANAGEMENT AGREEMENT is by and between **CITY OF MOUNT JULIET**, as Customer, and **NOVATECH** as Owner.

BACKGROUND

A. By that certain Image Management Agreement, #603-0323912-000, dated _____, 20____, by and between Owner and Customer, Owner has agreed to extend financing to Customer upon and subject to the terms and conditions set forth in the Image Management Agreement ("**Agreement**").

B. Owner and Customer desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Agreement acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Agreement shall be enforceable. Each of the provisions in the Agreement, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Agreement, shall remain in full force and effect, except to the extent expressly set forth herein.

2. EQUIPMENT RENTAL. The last sentence of Section 1 of the Agreement, which reads as follows, shall be deleted in its entirety:

"You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment."

3. TERM; AUTOMATIC RENEWAL. The third sentence of Section 4 of the Agreement shall be amended to read as follows:

"Unless You notify Us in writing at least 30 days prior to the expiration of the term or any renewal term that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew on a month-to-month period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply."

4. INDEMNIFICATION. The first sentence of Section 5 of the Agreement shall be amended to read as follows:

"To the extent permitted by the law, you shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) (collectively "Claims") made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment or Our performance of any services hereunder, excluding any such Claims caused by Our gross negligence or willful misconduct."

5. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. The first and second sentences of Section 13 of the Agreement shall be amended to read as follows:

"This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Tennessee, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court in the state of Tennessee."

6. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Agreement, and is incorporated into and made a part of the Agreement.

7. EFFECT OF AMENDMENT. All terms and conditions of the Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Agreement, as set forth above.

CITY OF MOUNT JULIET

NOVATECH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution _____



Mt. Juliet, Tennessee

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

Staff Report

File #: 1814

Agenda Date: 8/10/2026

Agenda #: 9.A.

Title:

AN ORDINANCE TO SUBMIT TO THE VOTERS OF THE CITY OF MT. JULIET THE QUESTION:
"SHALL THIS MUNICIPALITY REPEAL THE ADOPTION OF HOME RULE?"

ORDINANCE 2026 –

AN ORDINANCE TO SUBMIT TO THE VOTERS OF THE CITY OF MT. JULIET THE QUESTION: “SHALL THIS MUNICIPALITY REPEAL THE ADOPTION OF HOME RULE?”

WHEREAS, the City of Mt. Juliet, Tennessee was incorporated in 1972 under the Uniform City Manager-Commission Charter, as was provided in Title 6 of the Tennessee Code Annotated; and

WHEREAS, during the November 2006 general election, the City of Mt. Juliet placed the question to the residents of Mt. Juliet whether to adopt home rule, and the referendum passed; and

WHEREAS, the voters of the city subsequently approved two amendments to the City’s Home Rule Charter in 2010 and 2012; and

WHEREAS, the City of Mt. Juliet Board of Commissioners now desires to repeal the adoption of home rule; and

WHEREAS, Article XI, Section 9 of the Constitution of the State of Tennessee states, “Any municipality may by ordinance submit to its qualified voters in a general or special election the question: ‘Shall this municipality adopt home rule?’, and such municipality may “repeal [home rule] by the same procedure”; and

WHEREAS, to take the necessary actions to repeal home rule, the City of Mt. Juliet is acting pursuant to Tennessee Attorney General Opinion number 98-106; and

WHEREAS, under home rule, the City of Mt. Juliet cannot request the Tennessee General Assembly to pass private acts for the City’s benefit; however, by repealing home rule, the Tennessee General Assembly can pass private acts for the City of Mt. Juliet, and such private acts could grant the City of Mt. Juliet more opportunities to mitigate the impact of new development and increase revenue; and

WHEREAS, by repealing home rule, the City of Mt. Juliet would cease operating as a home rule municipality and would instead operate under a general law, city manager-commission charter as set forth in Tennessee Code Annotated, Title 6, Chapters 18 through 22, as amended, while retaining the two charter provisions approved by the voters in a referendum in 2010 and 2012; and

WHEREAS, the attached Exhibit A is a sample of how the charter would read if the citizens of Mt. Juliet vote to repeal home rule; and

WHEREAS, the repeal of home rule would take effect on January 4, 2027; and

WHEREAS, public hearings before the Board of Commissioners of the City of Mt. Juliet were held on July 27 and August 10, 2026, and notice thereof published in the Chronicle of Mt. Juliet for two consecutive weeks on July 22 and July 29, 2026; and

ORDINANCE 2026 –

WHEREAS, the City of Mt. Juliet will also conduct public informational meetings prior to the referendum for citizens to attend regarding the repeal of home rule.

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

Section 1. The Board of Commissioners for the City of Mt. Juliet hereby requests that the Wilson County Election Commission place on the ballot for the qualified voters of the City of Mt. Juliet, at the general election in November 2026, the following question:

“Shall this municipality repeal the adoption of home rule?”

Section 2. The City of Mt. Juliet shall provide public education on the potential charter change through no less than five very well-publicized meetings prior to November 2026. The City Manager will schedule and organize the dates, times, and places of the five community information meetings concerning the “home rule” ballot question, using several different community meeting rooms.

BE IT FURTHER ORDAINED

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.

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.

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

PASSED:

FIRST READING: July 27, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

ORDINANCE 2026 –

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

City Manager-Commission Charter*



* The City of Mt. Juliet, Tennessee, was incorporated in 1972 under the Uniform City Manager-Commission Charter, as was provided in Title 6 of the Tennessee Code Annotated. In 2006, the voters of the City elected to adopt home rule. The voters subsequently approved amendments to the City's Home Rule Charter in 2010 and 2012. On November 3, 2026, the voters elected to repeal home rule, thereby reestablishing the City's governance under the general law City Manager-Commission Charter set forth in Tennessee Code Annotated, Title 6, Chapters 18 through 22, as amended, while retaining the charter provisions approved by the voters in 2010 and 2012.

TABLE OF CONTENTS

CHAPTER 18. CITY MANAGER-COMMISSION CHARTER – ADOPTION OR SURRENDER.....	1
6-18-101. Definitions.....	1
6-18-102. Construction of chapters 18-22.	1
6-18-103. Right to adopt city manager form — Incorporation within specified distances from existing cities.....	1
6-18-104. Election to adopt city manager form.....	3
6-18-105. Registration of voters — Qualifications to vote — Certification of result.....	5
6-18-106. Effect of favorable vote.....	5
6-18-107. Succession to old corporation.....	5
6-18-108. Surrender of charter.....	6
6-18-109. Conduct of surrender election — Qualifications to vote.	6
6-18-110. Termination of charter — New charter.	6
6-18-111. Election of new officers after surrender of charter — Filing deadline — Qualifications to vote.....	7
6-18-112. Succession to assets, liabilities and obligations after surrender of charter.....	7
6-18-113. Liquidation of affairs.	7
6-18-115. Situs county of new municipality to continue receiving tax revenues until July 1 — Exception — Notice to department of revenue of incorporation.....	8
CHAPTER 19. POWERS UNDER CITY MANAGER-COMMISSION CHARTER	8
6-19-101. General powers.	8
6-19-102. Enumeration of powers not exclusive.....	13
6-19-103. School systems.....	13
6-19-104. Purchasing and contract procedures.....	13
6-19-105. Retirement benefits.....	14

CHAPTER 20. COMMISSIONERS AND MAYOR UNDER CITY MANAGER-COMMISSION CHARTER.....	14
PART 1. ELECTION OF COMMISSIONERS.	14
6-20-101. Number and terms of commissioners — Election by districts...	14
6-20-102. Date of elections.....	18
6-20-103. Persons eligible as commissioners or as mayor.....	20
6-20-104. Disqualification from office.....	20
6-20-105. Calling elections.....	20
6-20-106. Qualifications of voters.	20
6-20-107. Declaration of results.	22
6-20-108. Improper solicitation of political support.	22
6-20-109. Beginning of terms of office.	22
6-20-110. Vacancies.....	23
6-20-111. Term limits for mayor and board of commissioners.....	23
PART 2. POWERS AND DUTIES OF BOARD.	24
6-20-201. Election of mayor — Absence or disability of mayor.....	24
6-20-202. Appointment of vice mayor.	26
6-20-203. Duties of vice mayor.....	26
6-20-204. Compensation of mayor and commissioners.....	26
6-20-205. Powers of board.	27
6-20-206. Exercise of board’s powers.	27
6-20-207. Regular meetings.....	27
6-20-208. Special meetings.	27
6-20-209. Mayor presiding.....	28
6-20-210. Quorum.	28
6-20-211. Procedural powers and duties of board — Penalties.	28
6-20-212. Board sessions public. — Emergencies.....	28
6-20-213. Powers of mayor.....	29
6-20-214. Style of ordinances.....	29
6-20-215. Ordinance procedure.....	29

6-20-216. Voting by board.....	30
6-20-217. Recording of ordinances.....	30
6-20-218. Publication of penal ordinances — Effective date.....	31
6-20-219. Mayoral duties required by ordinance.....	31
6-20-220. Removal of officers.....	31
CHAPTER 21. CITY MANAGER, OFFICERS AND EMPLOYEES	32
PART 1. GENERAL PROVISIONS.....	32
6-21-101. Appointment and removal of city manager.....	32
6-21-102. Subordinate officers and employees.....	32
6-21-103. Oath of office.....	33
6-21-104. Surety bond.....	33
6-21-105. Additional bond.....	33
6-21-106. Political activities of officers and employees — Penalties.....	34
6-21-107. Manager as administrative head — Absence — Time devoted to office.....	34
6-21-108. Powers and duties of manager.....	34
PART 2. CITY ATTORNEY.....	35
6-21-201. Qualifications.....	35
6-21-202. Duties and compensation.....	35
PART 3. DEPARTMENTS GENERALLY.....	36
6-21-301. Departments of city.....	36
6-21-302. Creation and control of departments by board.....	36
6-21-303. Supervision of departments by manager.....	36
PART 4. CITY RECORDER.....	37
6-21-401. City recorder — Appointment.....	37
6-21-402. Recorder pro tempore.....	37
6-21-403. Functions at board meeting.....	37
6-21-404. Custody of official records.....	37
6-21-405. Copies of records and ordinances.....	37
PART 5. CITY COURT.....	37

6-21-501. City judges — Jurisdiction — Qualifications and compensation — Elections — Temporary replacement.	37
6-21-502. Power to enforce ordinances.	39
6-21-503. Docket.....	40
6-21-504. Arrest warrant.....	40
6-21-505. Appearance bond.	40
6-21-506. Disposition of fines and labor.	41
6-21-507. Collection of fines and cost.....	41
6-21-508. Appeal from city judge’s judgment.	41
PART 6. POLICE.	42
6-21-601. Appointment.	42
6-21-602. Duties.....	42
6-21-603. Emergency assistance to police.....	42
6-21-604. Duties in prosecution of violations.....	42
PART 7. FIRE DEPARTMENT.	42
6-21-701. Appointment.	42
6-21-702. Duties.....	43
6-21-703. Emergency powers.	43
6-21-704. Fire marshal.....	44
PART 8. SCHOOLS.	44
6-21-801. Authority of city manager.....	44
6-21-802. Officers and employees.....	44
6-21-803. Building plans.....	45
6-21-804. Equipment and supplies.....	45
6-21-805. State and county school funds.....	45
6-21-806. Disbursements from school fund.	45
6-21-807. Board of education — Election — Powers.....	45
CHAPTER 22. FISCAL AFFAIRS UNDER CITY MANAGER-COMMISSION CHARTER	46
6-22-101. Duties of finance director.....	46

6-22-102. Taxes and assessments under department of finance.....	46
6-22-103. Property and privileges taxable.....	46
6-22-104. Ad valorem tax.....	46
6-22-105. Certification of assessments.....	47
6-22-106. Tax books.....	47
6-22-107. Statement of taxable property — Tax levy.....	47
6-22-108. Effective date of levy.....	48
6-22-109. Extension of levy on tax books.	48
6-22-110. Due date of taxes — Tax collector — Distress warrants.	48
6-22-111. Tax liens — Errors and irregularities in assessment.	48
6-22-112. Delinquency penalties — Discount for early payment.....	49
6-22-113. Change of due dates — Semiannual installments.	49
6-22-115. Complaints in chancery to collect special assessments.....	49
6-22-116. License taxes.....	50
6-22-117. Accounting system.....	50
6-22-118. Fiscal forms.....	50
6-22-119. Appointment and duties of treasurer.....	50
6-22-120. Depositories of municipal funds.	50
6-22-121. Budget commissioner — Fiscal year.....	51
6-22-122. Budget estimate submitted to commissioners.	51
6-22-124. Appropriation ordinance — Amendments.	51
6-22-125. Reversion of appropriations to general fund.....	52
6-22-126. Approval of claims against city.	52
6-22-127. Issuance of warrants.....	52
6-22-128. Certification of availability of funds to meet contract obligations.....	53
6-22-129. Emergency expenditures.	53
6-22-130. Annual operating budget — Publication — Budgetary comparison.....	53

CHAPTER 18. CITY MANAGER-COMMISSION CHARTER – ADOPTION OR SURRENDER

6-18-101. Definitions.

(a)

(1) “City,” in chapters 18-22 of this title, refers to any city that may adopt these chapters, and “county” refers to the county in which any such city is located; and

(2) “This charter” refers to chapters 18-22 of this title.

(b) Whenever the “county election commission” is referred to in chapters 18-22 of this title, it means the county election commission of the county in which the territory proposed to be incorporated or the municipality is situated. If the territory proposed to be incorporated or the municipality includes parts of two (2) or more counties, it means the county election commission in each of such counties and they shall act jointly in performing the functions required of county election commissions in chapters 18-22 of this title.

6-18-102. Construction of chapters 18-22.

In the construction of any portion of chapters 18-22 of this title whose meaning or application is in dispute, it is intended that its phraseology shall be liberally construed to effect the substantial objects of these chapters.

6-18-103. Right to adopt city manager form — Incorporation within specified distances from existing cities.

(a)

(1) The residents of any incorporated municipality or of any territory that it is desired to incorporate shall have the right to adopt chapters 18-22 of this title in the manner provided in this charter; and thereupon such city or territory shall be and become incorporated and be governed as set forth in this charter. No unincorporated territory shall be incorporated under chapters 18-22 of this title unless such territory contains not less than one thousand five hundred (1,500) persons, who shall be actual residents of the territory, and shall also contain real estate included in the territory worth not less than five thousand dollars (\$5,000).

(2) No unincorporated territory shall be allowed to hold a referendum on the question of whether or not to incorporate under this charter until a plan of services is documented, setting forth the identification and projected timing of municipal services proposed to be provided and the revenue from purely local sources to be payable annually. The plan of

services shall be attached to the petition to incorporate when such petition is filed with the county election commission. The plan of services shall include, but not be limited to, police protection, fire protection, water service, sanitary sewage system, solid waste disposal, road and street construction and repair, recreational facilities, a proposed five-year operational budget, including projected revenues and expenditures, and the revenue from purely local sources to be payable annually. Municipalities that are first incorporated on or after July 1, 1993, and that produce no local own-source revenues in any fiscal year, shall not receive any state-shared revenues during the next fiscal year.

(3) Prior to filing the petition with the county election commission, a public hearing on the referendum on the question of whether or not to incorporate under this charter and plan of services shall be conducted. The public hearing shall be advertised in a newspaper of general circulation for two (2) consecutive weeks.

(b) No unincorporated territory shall be incorporated within three (3) miles of an existing municipality or within five (5) miles of an existing municipality of one hundred thousand (100,000) or more in population, according to the latest census certified by the department of economic and community development. “Existing municipality” and “existing municipality of one hundred thousand (100,000) or more in population” do not include any county with a metropolitan form of government with a population of one hundred thousand (100,000) or more, according to the 1990 federal census or any subsequent federal census certified by the department of economic and community development.

(c) Notwithstanding subsection (a) or (b) to the contrary, a territory may be incorporated if the following conditions are fulfilled:

(1) The territory contains two hundred twenty-five (225) residents or more;

(2) The territory is composed of property that is one thousand six hundred feet (1,600') or more above sea level on the western border of the territory and contiguous with a county boundary on the eastern border of the territory;

(3) The territory is located within an area that is bordered on the west, north and east by the Tennessee River and on the south by the border between Tennessee and another state; and

(4) The territory is located within a metropolitan statistical area.

(d) Notwithstanding subsections (a)-(c) to the contrary, a territory may be incorporated that meets the following conditions:

(1) The territory contains three hundred (300) residents or more;

(2) The territory's western boundary is contiguous with the western boundary of the county in which it is located;

(3) The territory is located within an area that is bordered on the north by the Loosahatchie River and on the south by the Wolf River;

(4) The territory's eastern boundary is approximately parallel with the western boundary, but in no place is more than eight (8) miles from the western boundary; and

(5) The territory is located within a metropolitan statistical area.

(e) Notwithstanding the requirements of § 6-18-104, or any other provision of law to the contrary, the petition for incorporation of the territory described in subsection (d) may consist of a letter from a resident of the territory desiring to incorporate to the county election commission requesting that the question of incorporating the territory be placed on the ballot. The letter shall describe the exact boundaries of the proposed municipality, indicate the name of the proposed municipality, and indicate under which charter the territory desires to incorporate. The letter shall be treated as a petition meeting all the requirements of law.

(f)

(1) Notwithstanding any provision of law to the contrary, whenever the governing body of any existing city affected by this section, by a resolution adopted by a majority vote of its governing body, indicates that it has no interest in annexing the property to be incorporated, and when a certified copy of such resolution and a petition requesting that an incorporation election be held are filed with the county election commission, then the proceedings shall continue as provided in this chapter as though the proposed new incorporation was not within the specified distance of such existing city as provided in this section.

(2) Subdivision (f)(1) shall only apply in counties having a population of not less than eighty thousand (80,000) nor more than eighty-three thousand (83,000), according to the 1990 federal census or any subsequent federal census; provided, that in any adjoining county an existing municipality that is within the specified distance may also use the procedure authorized by subdivision (f)(1).

6-18-104. Election to adopt city manager form.

(a) An election for the purpose of determining whether or not chapters 18-22 of this title shall become effective for any city shall be included on the ballot at the next election, as defined in § 2-1-104, by the county election commission upon the petition in writing of thirty-three and one-third percent (33 ⅓%) of the registered voters of the city or territory, which petition shall state therein in a sufficient manner the boundaries of the proposed municipal corporation,

which may be done by a general reference to the boundaries then existing if there is one. Petitioners shall attach a list of the names of all persons who at the time of making the list would be qualified voters in the proposed territory. The county election commission shall, in addition to all other notices required by law, publish one (1) notice of the election in a newspaper of general circulation within the territory of the city or of the proposed city and post the notice in at least ten (10) places in the territory.

(b) At any time not less than thirty (30) days prior to the election provided for in this section, the request or petition may be withdrawn or may be amended to call for a smaller territory for the proposed municipal corporation so long as all of the proposed smaller territory is contained within the boundaries of the territory described in the first petition or request. The withdrawal or amendment shall be valid if filed with the county election commission in writing and executed by twenty percent (20%) of the number of the registered voters voting at the last election within the boundaries of the territory described in the original request or petition, and if signed by not less than fifty-one percent (51%) of those who signed the original request or petition. In the event such an amended request or petition is filed, all provisions relating to time periods in § 6-18-103 shall be controlled by the date of the filing of the original petition, notwithstanding the filing of the amended request or petition, and the county election commission shall publish the notice of election as provided for in this section. A petition for request to withdraw, when filed with and validated by the county election commission, shall render the original request or petition null and void.

(c) Following the defeat of an incorporation in an election held pursuant to this section, no new request for petition for an election may be filed until after the expiration of four (4) years. If the territory included in the boundaries of the newly proposed municipal corporation includes less than fifty percent (50%) of the territory subject to incorporation in such previous election, and if the territory subject to incorporation in such election comprises less than fifty percent (50%) of the territory included in the boundaries of the newly proposed municipal corporation, the four-year waiting period shall not be required.

(d)

(1) If a proposal to incorporate a territory is defeated in an election held pursuant to this section by a number of negative votes comprising more than sixty percent (60%) of the persons voting, no further incorporation election shall be held for a period of four (4) years from the previous election unless the conditions established in subsection (c) are met.

(2) If a proposal to incorporate a territory is defeated in an election held pursuant to this section by a number of negative votes comprising less than sixty percent (60%) of the persons voting, no further incorporation

election shall be held for a period of two (2) years from the previous election unless the conditions established in subsection (c) are met.

6-18-105. Registration of voters — Qualifications to vote — Certification of result.

(a) The county election commission shall use such methods authorized by title 2 as it judges necessary to facilitate registration before the election.

(b) All registered voters of the city or of the territory of the proposed city are eligible to vote in the election.

(c) The county election commission shall determine and declare the results of the election and shall certify the results within forty-eight (48) hours after it completes its duties under § 2-8-105(3). It shall publish the certificate in a newspaper of general circulation in the city or territory and, if the city is already incorporated, shall file the certificate with the city council or other legislative body of the city at its first meeting after the certification. The certificate shall be entered at large on the minutes of the body with which it is filed.

6-18-106. Effect of favorable vote.

(a) If it is found, as provided in § 6-18-105, that the majority of the votes cast are in favor of the adoption of chapters 18-22 of this title, it shall be deemed to have been adopted.

(b) Except for the provisions of chapters 18-22 of this title that are adopted by reference in other municipal charters, chapters 18-22 of this title apply only to those cities that have adopted chapters 18-22 of this title by referendum as authorized by law.

6-18-107. Succession to old corporation.

(a) Chapters 18-22 of this title shall take effect in any city immediately after the election and organization of the first board of commissioners provided for in this charter, and thereupon any then existing charter of such city shall immediately become abrogated and null. The right, title and ownership of all property of the city and all of its uncollected taxes, dues, claims, judgments, and choses in action, and all of its rights of every kind whatsoever, shall immediately become vested in the corporation so chartered under chapters 18-22 of this title. The new corporation shall answer and be liable for all debts, contracts, and obligations of the corporation that it succeeds in the same manner and proportion and to the same extent as the former corporation was liable under existing laws. All ordinances, laws, resolutions, and bylaws duly enacted and in force under the preexisting charter and not inconsistent with chapters 18-22 of this title shall remain in full force until repealed, modified, or amended as provided in this charter.

(b) The zoning ordinance duly enacted and in force in any county shall apply to any unincorporated territory in the county incorporated under chapters 18-22 of this title until such incorporated city shall duly enact zoning ordinances, or for a period of six (6) months from the date the first board of commissioners shall take their respective offices, whichever occurs first.

6-18-108. Surrender of charter.

(a) After the adoption of this charter and the election of the commissioners, a majority of whom are elected for a four-year period as provided in subsection (b), no election for the surrender of this charter shall be called or held for a period of four (4) years from the date the first board of commissioners shall take their respective offices.

(b) After the expiration of the four-year period, and upon the filing of a petition in the same manner as provided for the adoption of chapters 18-22 of this title containing the signatures of the same number of registered voters and praying for a surrender of such charter, an election shall be held to determine whether or not the same shall be surrendered; provided, that in case of a failure to surrender such charter, the election shall not be held more frequently than at two-year intervals thereafter. For a four-year period after the first board of commissioners shall take office, the cost of calling and holding such an election shall be borne by those petitioning therefor if such election does not result in a surrender of this form of charter. Should such election, however, result in a surrender, the cost of such election shall be borne by the city and following the expiration of such four-year period the cost of such election shall be borne by the city.

6-18-109. Conduct of surrender election — Qualifications to vote.

The county election commission has the same duties with respect to an election for the surrender of a charter as it has with respect to an election to adopt a charter under this title. Any registered voter of the city may vote in the election.

6-18-110. Termination of charter — New charter.

(a) If a majority of the votes cast in the election provided for in this charter shall favor the termination of such form of government, such charter shall terminate at one (1) minute past midnight (12:01 a.m.) on the sixtieth day following the date of such election unless it falls upon a Sunday, in which case it shall terminate at one (1) minute past midnight (12:01 a.m.) on the next day. If previous to the adoption of this form of charter such city or town functions under a different charter, then upon termination of this charter such prior charter shall become effective at the time mentioned in this subsection (a), and territory previously unincorporated shall revert to that status.

(b) If by law in the case of unincorporated territory another charter may be adopted by vote of the electors, the question as to whether or not such other form of charter shall be adopted may be placed upon the ballot to be used in the election mentioned in this section, if the petition filed requests the same, and if all other necessary legal steps to adopt such other form of charter have been taken prior to the election.

6-18-111. Election of new officers after surrender of charter — Filing deadline — Qualifications to vote.

(a) In case there is a previously incorporated city or if a new charter is adopted as provided in § 6-18-110, the county election commission shall call an election not less than forty (40) days nor more than fifty (50) days following the election for surrender of the charters provided in § 6-18-108, at which time municipal officials for the newly adopted form of government shall be chosen who shall take office upon the date fixed for the termination of the previous charter.

(b) The qualifying deadline for filing nominating petitions shall be twelve o' clock (12:00) noon of the sixth Thursday before the election.

(c) All registered voters of the municipality may vote in the election.

6-18-112. Succession to assets, liabilities and obligations after surrender of charter.

In case of a reversion to a former form of charter or adoption of a new one simultaneously with the surrender of the old, all assets, liabilities and obligations of such city shall become assets, liabilities and obligations of the new municipality, and in the event that a city shall revert to an unincorporated status, the governing body of such city thereupon shall become trustees of the property and funds of such former city and, under such bonds as may be required by the county legislative body, shall proceed to terminate the affairs of the city and dispose of its property.

6-18-113. Liquidation of affairs.

Should the property and funds be more than sufficient to meet the city's obligations, the surplus shall be paid into the treasury of the county to become a part of its general fund. Should the property and funds be insufficient to meet all the city's current obligations, the county legislative body is hereby authorized to levy and collect taxes upon the property within the boundaries of the former city and to pay same over to the trustees for the purpose of meeting such current deficit. The trustees shall terminate the affairs of the city as soon as possible, but in no event shall the trusteeship continue for more than thirty-six (36) months. Any matters, including obligations maturing after thirty-six (36) months, not disposed of within the period designated in this section shall become the responsibility of the county legislative body of the county wherein the city was located.

6-18-115. Situs county of new municipality to continue receiving tax revenues until July 1 — Exception — Notice to department of revenue of incorporation.

- (a) Notwithstanding any other law to the contrary, whenever a new municipality incorporates under any form of charter, the county or counties in which the new municipality is located shall continue to receive the revenue from all state and local taxes distributed on the basis of situs of collection, generated within the newly incorporated area, until July 1 following the incorporation, unless the incorporation takes effect on July 1.
- (b) If the incorporation takes effect on July 1, then the municipality shall begin receiving revenue from such taxes generated within its corporate boundaries for the period beginning July 1.
- (c) Whenever a municipality incorporates, the municipality shall notify the department of revenue of such incorporation prior to the incorporation becoming effective, for the purpose of tax administration.
- (d) Such taxes shall include the local sales tax authorized in § 67-6-103, the income tax on dividends authorized in § 67-2-102, and all other such taxes distributed to counties and municipalities based on the situs of their collection.

CHAPTER 19. POWERS UNDER CITY MANAGER-COMMISSION CHARTER

6-19-101. General powers.

- (a) Every city incorporated under chapters 18-22 of this title may:
 - (1) Assess, levy and collect taxes for all general and special purposes on all subjects or objects of taxation, and privileges taxable by law for municipal purposes;
 - (2) Adopt such classifications of the subjects and objects of taxation as may not be contrary to law;
 - (3) Make special assessments for local improvements;
 - (4) Contract and be contracted with;
 - (5) Incur debts by borrowing money or otherwise, and give any appropriate evidence thereof, in the manner provided in this section;
 - (6) Issue and give, sell, pledge, or in any manner dispose of, negotiable or nonnegotiable interest-bearing or noninterest-bearing bonds, warrants, promissory notes or orders of the city, upon the credit of the city or solely upon the credit of specific property owned by the city, or solely upon the credit of income derived from any property used in connection with any public utility owned or operated by the city, or solely

upon the credit of the proceeds of special assessments for local improvements, or upon any two (2) or more such credits;

(7) Expend the money of the city for all lawful purposes;

(8) Acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge, or otherwise dispose of property, real or personal, and any estate or interest therein, within or without the city or state;

(9) Condemn property, real or personal or any easement, interest, or estate or use therein, either within or without the city, for present or future public use; such condemnation to be made and effected in accordance with the terms and provisions of title 29, chapter 16, or in such other manner as may be provided by general law;

(10) Take and hold property within or without the city or state upon trust; and administer trusts for the public benefit;

(11) Acquire, construct, own, operate and maintain, or sell, lease, mortgage, pledge, or otherwise dispose of public utilities or any estate or interest therein, or any other utility that is of service to the city, its inhabitants, or any part of the city;

(12) Grant to any person, firm, association, or corporation franchises for public utilities and public services to be furnished the city and those in the city. Such power to grant franchises shall embrace the power hereby expressly conferred, to grant exclusive franchises. When an exclusive franchise is granted, it shall be exclusive not only as against any other person, firm, association, or corporation, but also as against the city itself. Franchises may be granted for the period of twenty-five (25) years or less, but not longer, except as provided in § 65-4-107(b). The board of commissioners may prescribe in each grant of a franchise, the rates, fares, charges, and regulations that may be made by the grantee of the franchise. Franchises may by their terms apply to the territory within the corporate limits of the city at the date of the franchises, and as the corporate limits thereafter may be enlarged; and to the then existing streets, alleys, and other thoroughfares that may be opened after the grant of the franchise;

(13) Make contracts with any person, firm, association or corporation, for public utilities and public services to be furnished the city and those in the city. Such power to make contracts shall embrace the power, expressly conferred, to make exclusive contracts. When an exclusive contract is entered into, it shall be exclusive not only against any other person, firm, association or corporation, but also as against the city itself. Such contracts may be entered into for the period of twenty-five (25) years or less, but not longer. The board of commissioners may prescribe in each such contract entered into, the rates, fares, charges,

and regulations that may be made by the person, firm, association, or corporation with whom the contract is made. Such contracts may by their terms apply to the territory within the corporate limits of the city at the date of the contract, and as the corporate limits thereafter may be enlarged; and to the then existing streets, alleys and thoroughfares and to any other streets, alleys and other thoroughfares that may be opened after the grant of the contract;

(14) Prescribe reasonable regulations regarding the construction, maintenance, equipment, operation and service of public utilities and compel, from time to time, reasonable extensions of facilities for such services, but nothing in this subdivision (14) shall be construed to permit the alteration or impairment of any of the terms or provisions of any exclusive franchise granted or of any exclusive contract entered into under subdivisions (12) and (13);

(15) Establish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light, sprinkle, and clean public highways, streets, boulevards, parkways, sidewalks, alleys, parks, public grounds, and squares, wharves, bridges, viaducts, subways, tunnels, sewers and drains within or without the corporate limits and regulate the use thereof within the corporate limits, and property may be taken and appropriated therefor under §§ 7-31-107 — 7-31-111 and 29-16-203, or in such other manner as may be provided by general laws;

(16) Construct, improve, reconstruct and reimprove by opening, extending, widening, grading, curbing, guttering, paving, graveling, macadamizing, draining, or otherwise improving any streets, highways, avenues, alleys or other public places within the corporate limits, and assess a portion of the cost of such improvements upon the property abutting upon or adjacent to such streets, highways or alleys as provided by title 7, chapters 32 and 33;

(17) Assess against abutting property within the corporate limits the cost of planting shade trees, removing from sidewalks all accumulations of snow, ice, and earth, cutting and removing obnoxious weeds and rubbish, street lighting, street sweeping, street sprinkling, street flushing and street oiling, the cleaning and rendering sanitary or removal, abolishing, and prohibiting of closets and privies, in such manner as may be provided by general law or by ordinance of the board of commissioners;

(18) Acquire, purchase, provide for, construct, regulate, and maintain and do all things relating to all marketplaces, public buildings, bridges, sewers and other structures, works and improvements;

- (19)** Collect and dispose of drainage, sewage, ashes, garbage, refuse or other waste, or license and regulate such collection and disposal, and the cost of such collection, regulation or disposal may be funded by taxation or special assessment to the property owner;
- (20)** License and regulate all persons, firms, corporations, companies and associations engaged in any business, occupation, calling, profession, or trade not forbidden by law;
- (21)** Impose a license tax upon any animal, thing, business, vocation, pursuit, privilege, or calling not prohibited by law;
- (22)** Define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, business, occupations, callings, trades, uses of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience, or welfare of the inhabitants of the city, and to exercise general police powers;
- (23)** Prescribe limits within which business occupations and practices liable to be nuisances or detrimental to the health, morals, security or general welfare of the people may lawfully be established, conducted or maintained;
- (24)** Inspect, test, measure and weigh any article for consumption or use within the city, and charge reasonable fees therefor, and to provide standards of weights, tests and measures in such manner as may be provided pursuant to title 47, chapter 26, part 9;
- (25)** Establish, regulate, license and inspect weights and measures in accordance with subdivision (24);
- (26)** Regulate the location, bulk, occupancy, area, lot, location, height, construction and materials of all buildings and structures in accordance with general law, and to inspect all buildings, lands and places as to their condition for health, cleanliness and safety, and when necessary, prevent the use thereof and require any alteration or changes necessary to make them healthful, clean or safe;
- (27)** Provide and maintain charitable, educational, recreative, curative, corrective, detentive, or penal institutions, departments, functions, facilities, instrumentalities, conveniences and services;
- (28)** Purchase or construct, maintain and establish a correctional facility for the confinement and detention of persons who violate laws within the corporate limits of the city, or to contract with the county to keep these persons in the correctional facility of the county and to enforce the

payment of fines and costs in accordance with §§ 40-24-104 and 40-24-105 or through contempt proceedings in accordance with general law;

(29) Enforce any ordinance, rule or regulation by fines, forfeitures and penalties, and by other actions or proceedings in any court of competent jurisdiction;

(30) Establish schools, to the extent authorized pursuant to general law, determine the necessary boards, officers and teachers required therefor, and fix their compensation, purchase or otherwise acquire land for schoolhouses, playgrounds and other purposes connected with the schools; purchase or erect all necessary buildings and do all other acts necessary to establish, maintain and operate a complete educational system within the city;

(31) Regulate, tax, license or suppress the keeping or going at large of animals within the city, impound the same and, in default of redemption, to sell or kill the same;

(32) Call elections as provided in this charter;

(33) Contract with a private entity for the development, construction, management, or operation of an indoor or outdoor sports facility under terms acceptable to the city, including, but not limited to, terms for the division between the city and a private entity of operating revenues or losses, for the lease or sale of all or part of the facility, for the payment of management fees, or for such other terms the city determines to be in the best interests of the city and its residents. A city contracting pursuant to this subdivision (a)(33) must have, on April 24, 2025, a bond rating of AAA issued by a nationally recognized statistical rating organization as identified by the United States securities and exchange commission; and

(34) Have and exercise all powers that now or hereafter it would be competent for this charter specifically to enumerate, as fully and completely as though such powers were specifically enumerated in this section.

(b)

(1) In addition to the general powers provided in subsection (a), any city incorporated under chapters 18-22 of this title may, upon the adoption of an ordinance by a two-thirds ($\frac{2}{3}$) vote of the board of commissioners, impose a fee for the specific purpose of raising revenue to fund the construction and maintenance of a municipal fire station and fire department and for no other purpose.

(2) Any city establishing a fee under this subsection (b) shall provide in the ordinance a system for the collection and enforcement of fees authorized and imposed pursuant to this subsection (b).

(3) The amount of the fee shall initially be set by the city in the ordinance imposing the fee. The ordinance may provide for a means of increasing and decreasing the fee as determined by the board of commissioners. After the construction of the fire station for which the fee is initially imposed, the city shall reduce the fee to reflect only the cost of maintenance of the fire station or operation of the municipal fire department unless additional fire stations are needed.

(4) If a city imposing a fee under this subsection (b) is in a county that imposes a fire fee:

(A) The fees established under this subsection (b) shall not be set in excess of the rates imposed by the county at the time the city adopts the ordinance pursuant to subdivision (b)(1); and

(B) The county shall not collect the fire fee from residents after the date the city adopts the ordinance pursuant to subdivision (b)(1).

6-19-102. Enumeration of powers not exclusive.

The enumeration of particular powers in this charter is not exclusive of others, nor restrictive of general words or phrases granting powers, nor shall a grant or failure to grant power in this chapter impair a power granted in any other part of this charter, and whether powers, objects, or purposes are expressed, conjunctively or disjunctively, they shall be construed so as to permit the city to exercise freely any one (1) or more such powers as to any one (1) or more such objects for any one (1) or more such purposes.

6-19-103. School systems.

Such town may establish, erect, and maintain public schools, and may assess and levy taxes for such purpose.

6-19-104. Purchasing and contract procedures.

(a) The city manager shall be responsible for all city purchasing, but the city manager may delegate the duty to make purchases to any subordinate appointed by the city manager.

(b) Competitive prices for all purchases and public improvements shall be obtained whenever practicable and in accordance with regulations established by ordinance, and the purchase made from or the contract awarded to the lowest and best bidder; provided, that the city may reject any and all bids.

(c) Formal sealed bids shall be obtained in all transactions involving the expenditure of an amount to be set by ordinance. The amount set shall be equal to or greater than the amount set in chapter 56, part 3 of this title, but may not be greater than twenty-five thousand dollars (\$25,000). The transaction shall be evidenced by written contract when necessary. In cases where the board indicates by unanimous resolution of those present at the meeting, based upon the written recommendation of the manager, that it is clearly to the advantage of the city not to contract with competitive bidding, it may authorize noncompetitive contracts.

(d) The city manager may reject all bids and authorize the making of public improvements or accomplishment of any other city work by any city department.

(e) Purchasing and contract procedures not prescribed by this charter or other law may be established by ordinance.

(f) The board of commissioners may by ordinance delegate to the city manager the authority to enter into binding contracts on behalf of the city, without specific board approval, in routine matters and matters having insubstantial long-term consequences. The ordinance shall enumerate the types of matters to which the city manager's authority extends and may place other limitations on the city manager's authority under this subsection (f). As used in this subsection (f), "routine matters and matters having insubstantial longterm consequences" means any contract for which expenditures during the fiscal year will be less than twenty-five thousand dollars (\$25,000).

6-19-105. Retirement benefits.

The board of commissioners may provide for the retirement of the city's full-time nonelective officers and employees and make available to them any group, life, hospital, health, or accident insurance, either independently of, or as a supplement to, any retirement or other employee welfare benefits otherwise provided by law.

CHAPTER 20. COMMISSIONERS AND MAYOR UNDER CITY MANAGER-COMMISSION CHARTER

PART 1. ELECTION OF COMMISSIONERS.

6-20-101. Number and terms of commissioners — Election by districts.

(a) In all cities that adopt chapters 18-22 of this title, commissioners as provided for in this charter shall be elected in the manner prescribed in this chapter.

(b) If such city or territory has a population of five thousand (5,000) or more according to the last federal census, there shall be elected at the first election

five (5) commissioners, the three (3) receiving the highest number of votes to hold office for four (4) years, and the other two (2) for two (2) years. If such city or territory has a population of less than five thousand (5,000) according to the last federal census, there shall be elected at the first election three (3) commissioners, the two (2) receiving the highest number of votes to hold office for four (4) years and the third for two (2) years. The term of all commissioners thereafter elected shall be for four (4) years, or until their successors are elected and qualified. Any such city that has a population of not less than two thousand nine hundred twenty (2,920) nor more than two thousand nine hundred twenty-two (2,922), according to the federal census of 1960 or any subsequent federal census, five (5) commissioners shall be elected as provided for cities of more than five thousand (5,000) population. The deadline for filing nominating petitions for the first commissioners is thirty-five (35) days before the incorporation election.

(c) Any city having a population of less than five thousand (5,000) shall have the option of increasing the number of commissioners to five (5) by ordinance. In the next regular city election after the adoption of such an ordinance, voters shall be entitled to vote for three (3) commissioners, or four (4) commissioners, as the case may be, and at the same election the approval of the ordinance shall also be submitted to the voters. If a majority of those voting on the ordinance shall be for approval and the number of commissioners to be elected is three (3), the two (2) receiving the highest number of votes shall hold office for four (4) years, and the third for two (2) years. If the number of commissioners to be elected is four (4), the two (2) receiving the highest number of votes shall hold office for four (4) years, and the other two (2) for two (2) years. The terms of all commissioners thereafter elected shall be for four (4) years, or until their successors are elected and qualified. If a majority of those voting on the ordinance shall not be for approval, the ordinance shall be null and void, and the results of the election shall be certified as though the election were for one (1) commissioner, or two (2) commissioners, as the case may be, and as though no ordinance had been adopted. Any city that has previously adopted an ordinance approved by the voters pursuant to this subsection (c) increasing the number of commissioners from three (3) to five (5), may, after six (6) years, adopt an ordinance to decrease the number of commissioners from five (5) to three (3) following the same procedure. If a majority of those persons voting on the ordinance shall be for approval, then the number of commissioners shall be reduced to three (3). Any such ordinance providing for a decrease in the number of commissioners shall not operate to abbreviate the term of office of any elected commissioner.

(d) An ordinance increasing the number of commissioners to five (5) may also be submitted to the voters in an election on the question that the board of commissioners directs the county election commission to hold. At such election, voters shall be entitled to vote for two (2) commissioners to serve until the next

regular city election. If a majority of those voting on the ordinance shall be for approval, the two (2) candidates for commissioner receiving the highest number of votes shall be declared elected. At the next regular city election if the number of commissioners to be elected is four (4), the three (3) receiving the highest number of votes shall hold office for four (4) years, and the fourth for two (2) years; if the number of commissioners to be elected is three (3), they shall hold office for four (4) years. The terms of all commissioners thereafter elected shall be for four (4) years, or until their successors are elected and qualified. If a majority of those voting on the ordinance in the special election shall not be for approval, the ordinance and the election of the two (2) commissioners shall be null and void.

(e) Notwithstanding subsections (a)-(d), a city with a population of not less than six hundred (600) nor more than six hundred twenty-five (625) persons, according to the 1980 federal census or any subsequent federal census, located in a county with a population in excess of seven hundred thousand (700,000) persons, also according to the 1980 federal census or any subsequent federal census, shall elect all commissioners at one time for a four-year term so that the city may be spared the expense of conducting elections every two (2) years. In order to effectuate this provision, all commissioners to be elected at the 1983 election shall be elected to a two-year term only, to serve until the 1985 election at which time, and every four (4) years thereafter, all commissioners shall be elected to four-year terms. Subsection (e) shall have no effect unless approved by a two-thirds ($\frac{2}{3}$) vote of the governing body of any municipality to which it may apply.

(f) Cities that have adopted § 6-20-201(a)(3) to provide for popular election of the mayor shall have two (2) or four (4) commissioners as the case may be under subsection (b) or (c).

(g) Notwithstanding subsections (a)-(f), any city incorporated under or adopting this charter may, by ordinance, choose to elect the members of the board of commissioners by district. If the board chooses to elect commissioners by district, the board shall by ordinance create contiguous single-member districts equal to the number of commissioners. The districts shall be equitably apportioned according to population. The establishment of the districts and the fixing of their boundaries shall be accomplished not less than twelve (12) months prior to the regular city election at which commissioners are to be elected, and any change in district boundaries shall also be accomplished within this time limitation. The board shall, within ten (10) years from the initial establishment of districts and at least once in every ten (10) years thereafter, reapportion the districts so that the apportionment shall comply with the requirements of this section. One (1) commissioner shall be elected from each district of the city. The ordinance providing that the commissioners will be chosen by districts may provide that each district commissioner will be elected by the voters of the city at-large or by only the voters of the district. A

person must reside in a district to run for or hold the office of commissioner from that district. The ordinance providing that commissioners will be chosen by district may also provide for transition provisions, including increasing the terms of the number of commissioners necessary so that the initial election from all districts shall take place at the same time. The ordinance may provide that all commissioners initially elected serve four-year terms or that some serve four (4) years and some serve two (2) years. If some are elected for two (2) years, their successors shall be elected for four (4) years, so that the commissioners have staggered terms. After the initial election, all commissioners shall be elected for four-year terms.

(h) Any city having a population of more than twenty thousand (20,000), according to the last federal census, shall have the option of increasing the number of commissioners to seven (7) by ordinance. Upon adoption of such an ordinance, it shall be filed with the county election commission, which shall submit approval of the ordinance to the voters of the city at the next general election or regular city election that follows the filing period required pursuant to § 2-3-204(b). If a majority of those voting on the ordinance are not for approval, the ordinance shall be null and void. If a majority of those voting on the ordinance are for approval, then at the next regular city election, voters shall be entitled to vote for four (4) commissioners, or five (5) commissioners, as the case may be, in order to provide for a total of seven (7) commissioners. If the number of commissioners to be elected is four (4), each shall hold office for four (4) years. If the number of commissioners to be elected is five (5), the three (3) receiving the highest number of votes shall hold office for four (4) years, and the other two (2) for two (2) years. The terms of all commissioners thereafter elected shall be for four (4) years, or until their successors are elected and qualified. An ordinance approved by the voters pursuant to this section may not be repealed or amended.

(i)

(1) In elections of commissioners in a city having a population of not less than five thousand seven hundred sixty (5,760) nor more than five thousand eight hundred eighty (5,880) which is located inside a county having a population of not less than eighty-nine thousand eight hundred (89,800) nor more than eighty-nine thousand nine hundred (89,900), according to the 2010 federal census or any subsequent federal census, commission positions shall be designated as Seat A, Seat B, Seat C, Seat D, or Seat E. Any candidate for the commission shall designate, upon qualifying for election, the particular designated seat that the candidate seeks. In each regular city election, all voters in the city may vote for one (1) candidate for each designated seat that is open by reason of the expiration of a commissioner's term.

(2) Subdivision (i)(1) shall have no effect unless it is approved by a two-thirds ($\frac{2}{3}$) vote of the legislative body of any municipality to which it may apply.

(j) In any city having a population of not less than seven thousand five hundred fifty (7,550) nor more than seven thousand eight hundred (7,800) that is located inside a county having a population of not less than one hundred eighty-three thousand one hundred (183,100) nor more than one hundred eighty-three thousand two hundred (183,200), according to the 2010 federal census or any subsequent federal census, the board of commissioners shall be elected as follows:

(1) In the 2020 election, the two (2) candidates receiving the highest number of votes are elected to four-year terms, and the candidate receiving the third highest number of votes is elected to a two-year term;

(2) In the 2022 election, the two (2) candidates receiving the highest number of votes are elected to four-year terms, and the candidate for mayor receiving the highest number of votes is elected to a four-year term; and

(3) In subsequent elections, all members of the board of commissioners shall be elected to four-year terms.

6-20-102. Date of elections.

(a) The first election of commissioners in any city under chapters 18-22 of this title shall be held on the fourth Tuesday following the election at which these chapters have been adopted. The board of commissioners shall fix the date of all subsequent elections; provided, that any date so designated shall fall within ninety (90) days of the annual anniversary of the first election of the board of commissioners.

(b) In any city having a population of not less than three hundred seventy-five (375) nor more than four hundred twenty-five (425), in any county having a population of not less than twenty-eight thousand (28,000) nor more than twenty-eight thousand one hundred (28,100), all according to the 1970 federal census or any subsequent federal census, the board of commissioners shall fix the date of all subsequent elections; provided, that any date so designated shall be set at least one hundred twenty (120) days prior to the date such election is to be held. The presiding officer of the board of commissioners shall certify such election date, or any subsequent change thereto, to the secretary of state.

(c)

(1) The board of commissioners may by ordinance change the date of municipal elections to coincide with the August or November general election. The ordinance changing the election date shall provide for the extension of the terms of members of the board necessary to meet the

election date, but no term may be extended for more than two (2) years beyond its regular expiration date.

(2) Nothing in subdivision (c)(1) shall be construed to remove any incumbent from office or abridge the term of any incumbent prior to the end of the term for which an elected official was selected.

(3) If the board of commissioners changes the date of municipal elections pursuant to subdivision (c)(1), the board may at a later date change the election date back to what such date was prior to moving the election date to coincide with the August or November general election. The board may only make an election date change under this subdivision (c)(3) one (1) time. Terms of incumbent members of the board shall not be abridged to accomplish an election date change under this subsection (c); however, members elected at a date change pursuant to this subsection (c) may take office at a later date so as to not abridge terms of incumbent members. If such members take office at a later date, their term may be abridged due to such members having to take office at the later date.

(d)

(1) In addition to the authority granted by subsections (a), (b) and (c), the board of commissioners of any municipality incorporated under the general laws of this state and having a population of not less than four hundred fifty (450) nor more than four hundred sixty (460), or not less than four hundred eighty-five (485) nor more than four hundred ninety-four (494), that is located in any county having a population of not less than fifty-one thousand two hundred (51,200) nor more than fifty-one thousand three hundred (51,300), all according to the 2000 federal census or any subsequent federal census, may, by an ordinance approved by an affirmative two-thirds ($\frac{2}{3}$) vote of its membership, fix the date of subsequent regular municipal elections as the date of the regular November election as defined in § 2-1-104, by one (1) of the following alternative methods specified in the ordinance:

(A) The terms of office of the incumbent members of the board of commissioners and popularly elected mayor, if there is one, that would have expired on the date of the first regular municipal election occurring after the adoption of the ordinance shall be extended to the date of the regular state November election occurring thereafter. The terms of office of the incumbent members of the board of commissioners and popularly-elected mayor, if there is one, that would have expired on the date of the second regular municipal election occurring after the adoption of the ordinance shall be extended to the date of the regular state November election occurring thereafter; or

(B) The terms of incumbent members of the board of commissioners, and the popularly-elected mayor, if there is one, that expire six (6) months or less before a regular state November election, shall be extended to the date of that state election. The terms of members of the board of commissioners and the popularly-elected mayor, if there is one, that expire more than six (6) months before a regular state November election shall be filled at the regular city election pertinent to those offices for terms extending to the next regular state November election.

(2) Members of the board of commissioners, and the popularly-elected mayor, if there is one, shall be elected for terms of four (4) years, except for the transitional term provided for in subdivision (d)(1)(B).

(3) Nothing in this subsection (d) shall be construed to remove any incumbent from office or abridge the term of any incumbent prior to the end of the term for which an elected official was selected.

6-20-103. Persons eligible as commissioners or as mayor.²

A qualified voter of the city, other than a person qualified to vote based only on nonresident ownership of real property under § 6-20-106(b), shall be eligible for election to the office of commissioner or mayor. No person may serve simultaneously as a commissioner or mayor and in an elected office within the county, state, or federal government. A person who holds an elected office within the county, state, or federal government shall resign that office prior to taking the oath of office as a commissioner or mayor, and a person who holds office as a commissioner or mayor shall resign that office prior to taking the oath of office as an elected official in the county, state, or federal government.

6-20-104. Disqualification from office.

No person shall become commissioner who has been convicted of malfeasance in office, bribery, or other corrupt practice, or crime, or of violating any of the provisions of § 6-20-108 in reference to elections. Any commissioner so convicted shall forfeit such commissioner's office.

6-20-105. Calling elections.

The board of commissioners has the power by ordinance to direct the calling by the county election commission of municipal elections, including all elections respecting bond issues.

6-20-106. Qualifications of voters.

(a) In any election of commissioners under this charter, registered voters of the city or territory may vote.

² Amended by referendum in 2010 (City of Mt. Juliet Ordinance No. 2010-40).

(b) In cities having populations of not less than one thousand three hundred fifty (1,350) nor more than one thousand three hundred seventy-five (1,375), according to the 1970 federal census or any subsequent federal census, registered voters who own real property located in any such city shall be entitled to vote in all municipal elections and municipal referenda held in such city. In cases of multiple ownership of real property, no more than two (2) owners who are registered voters shall be eligible to vote under this subsection (b). This subsection (b) shall have no effect unless it is approved by a two-thirds ($\frac{2}{3}$) vote of the board of commissioners of any city to which it applies. Its approval or nonapproval shall be proclaimed by the presiding officer of such board and certified by such presiding officer to the secretary of state.

(c) In cities having a population of not less than four thousand five hundred fifty (4,550) nor more than four thousand six hundred eight (4,608), according to the 1980 federal census or any subsequent federal census, all registered voters who own real property located in any such city shall also be entitled to vote in all municipal elections and municipal referenda held in such city.

(d) In any city having a population of not less than one thousand nine hundred forty (1,940) nor more than two thousand (2,000), according to the 1980 federal census or any subsequent federal census, a registered voter who resides outside the boundaries of the city, but who owns at least eight thousand square feet (8,000 sq. ft.) of real property located within the boundaries of the city, shall be entitled to vote in all municipal elections and municipal referenda held in the city. In any case of multiple ownership of such real property, the nonresident voter must own at least one-half ($\frac{1}{2}$) interest of such property. This subsection (d) shall have no effect unless it is approved by a two-thirds ($\frac{2}{3}$) vote of the board of commissioners of any city to which it applies. Its approval or nonapproval shall be proclaimed by the presiding officer of such board and certified by such presiding officer to the secretary of state.

(e) In municipalities having a population of not less than one thousand ten (1,010) and not more than one thousand fifteen (1,015), according to the 1990 federal census or any subsequent federal census, all registered voters who own real property located in any such municipality shall also be entitled to vote in all municipal elections and municipal referenda held in such city. In cases of multiple ownership of real property, no more than two (2) owners who are registered voters are eligible to vote under this subsection (e). This subsection (e) shall have no effect unless it is approved by a two-thirds ($\frac{2}{3}$) vote of the board of commissioners of any city to which it applies. Its approval or nonapproval shall be proclaimed by the presiding officer of such municipality and certified by the presiding officer to the secretary of state.

(f)

(1) In any city incorporated under chapters 18-22 of this title having a population of not less than four hundred sixty (460) nor more than four

hundred sixty-nine (469), according to the 2010 federal census or any subsequent federal census, registered voters who own real property located in any such city shall be entitled to vote in all municipal elections and municipal referenda held in such city; provided, that in cases of multiple ownership of real property, no more than two (2) owners who are registered voters shall be eligible to vote.

(2) Subdivision (f)(1) shall have no effect unless it is approved by a two-thirds ($\frac{2}{3}$) vote of the board of commissioners of any city to which it applies. Its approval or nonapproval shall be proclaimed by the presiding officer of the board and certified by the presiding officer to the secretary of state.

6-20-107. Declaration of results.

The county election commission shall determine and declare the results of the election. The requisite number of candidates receiving the highest number of votes shall be declared elected.

6-20-108. Improper solicitation of political support.

No candidate for any office nor any other person shall, directly or indirectly, give or promise any person or persons any office, employment, money, benefit, or anything of value for the purpose of influencing or obtaining political support, aid, or vote for any candidate. Any person violating this section shall be punished by fine of not more than fifty dollars (\$50.00) for each offense.

6-20-109. Beginning of terms of office.

(a) The terms of all commissioners shall begin at the beginning of the first regularly scheduled meeting of the board of commissioners following the date of their election.

(b) In any city having a population of not less than seven thousand five hundred fifty (7,550) nor more than seven thousand eight hundred (7,800) that is located inside a county having a population of not less than one hundred eighty-three thousand one hundred (183,100) nor more than one hundred eighty-three thousand two hundred (183,200), according to the 2010 federal census or any subsequent federal census, the terms of all members of the board of commissioners begin at the beginning of the first regularly scheduled meeting of the board of commissioners in the month of January immediately following the date of the members' elections. The terms of the members of the board of commissioners in office on May 3, 2018, are extended until the first regularly scheduled meeting of the board of commissioners in the month of January following the election for which their seat is contested, but no term may be extended beyond four (4) years and two (2) months.

6-20-110. Vacancies.

(a) Any vacancy on the board occurring prior to a regular city election shall be filled by the remaining members of the board until that election. At the election, the remaining unexpired term shall be filled. No member shall be appointed under this section at any time when the board already has one (1) member so appointed. In the case of any additional vacancy, the board shall by ordinance or resolution, call upon the county election commission to call a special election for the purpose of filling such additional vacancy. If a city has chosen to elect commissioners from districts, any vacancy in a district commissioner's office shall be filled by the appointment or election of a qualified person who resides in the district.

(b) If, within ninety (90) days of the occurrence of a vacancy, the vacancy has not been filled by the remaining members of the board in accordance with subsection (a), then the mayor, or, if a vacancy exists in the position of mayor, then the city manager, or, if a vacancy exists in the positions of mayor and city manager, then the city recorder, shall notify the county election commission within five (5) business days following the passage of such ninety-day (90) period. Notwithstanding the foregoing, the remaining members of the board may, by two-thirds ($\frac{2}{3}$) vote, notify the county election commission of the board's intent to fill the vacancy by special election at any time prior to the passage of the ninety-day period. The county election commission shall call a special election for the purpose of filling the vacancy; provided, however, that such special election shall be held in conjunction with the next general election or city election, if such election is scheduled to occur more than seventy-five (75) days but less than one hundred twenty (120) days from the date the county election commission is notified of the unfilled vacancy.

6-20-111. Term limits for mayor and board of commissioners.

(a) Subject to the further provisions of this section, the board of commissioners of any municipality incorporated under this charter that is located within a county that has adopted a charter form of government is authorized, upon its own initiative and upon the adoption of an ordinance by a two-thirds ($\frac{2}{3}$) vote at two (2) separate meetings, to establish term limits for the mayor and the board of commissioners of such municipality in such manner as shall be designated by the ordinance. The operation of the ordinance shall be subject to approval of the voters as required in subsection (b).

(b)

(1) Any ordinance to establish term limits for the mayor and board of commissioners of any municipality to which subsection (a) applies shall not become operative until approved in an election herein provided in the municipality. Upon the adoption of the ordinance, the mayor shall

notify the county election commission to hold an election as provided in this subsection (b).

(2) After the receipt of a certified copy of such ordinance, the county election commission shall hold an election on the question pursuant to § 2-3-204, providing options to vote “FOR” or “AGAINST” the ordinance, and a majority vote of those voting in the election shall determine whether the ordinance is to be operative.

(3) If the majority vote is for the ordinance, it shall be deemed to be operative on the date that the county election commission makes its official canvass of the election returns; provided, however, that no term limits shall apply until the election of the mayor and board of commissioners held after the ordinance is operative.

(4) If the majority vote is against the ordinance, no further elections on the question of term limits shall be held until at least four (4) years have expired from the previous election and only after the board of commissioners adopts a new ordinance for such purposes in accordance with subsection (a).

(c) Any referendum required by this section may only be submitted to the voters at a regular August election, regular November election, or regularly scheduled municipal election.

PART 2. POWERS AND DUTIES OF BOARD.

6-20-201. Election of mayor — Absence or disability of mayor.

(a)

(1) The commissioners, at the first regular meeting after each biennial election, shall elect one (1) of their number mayor for a term of two (2) years, and, thus organized, the body shall be known as the board of commissioners.

(2) In cities holding elections every four (4) years under the terms of § 6-20-101(e), the commissioners, at the first regular meeting after the quadrennial election and every two (2) years subsequent thereto, shall elect one (1) of their number mayor for a term of two (2) years, and the body so organized shall be known as the board of commissioners. This subdivision (a)(2) shall have no effect unless approved by a two-thirds ($\frac{2}{3}$) vote of the governing body of any municipality to which it may apply.

(3)

(A) Cities holding elections every four (4) years under the terms of § 6-20-101 and having a population of not less than one thousand twenty (1,020) nor more than one thousand thirty (1,030), according to a 1987 state certified census or any subsequent federal census, shall have the option of a popular election of a mayor, to serve four (4) consecutive years, as the board of commissioners directs the county election commission to hold under § 6-20-102. Voters shall be entitled to vote for a mayor and two (2) or four (4) commissioners dependent upon those provisions of § 6-20-101 in effect for that city.

(B) Subdivision (a)(3)(A) shall have no effect unless approved by a two-thirds ($\frac{2}{3}$) vote of the governing body of any municipality to which it may apply.

(b)

(1)

(A) Rather than being elected by the board of commissioners, the mayor may be elected by popular vote if this method of electing the mayor is approved in a referendum in the city. In the referendum, the question on the ballot shall appear in substantially this form:

Shall the mayor of this city be elected by popular vote rather than by the board of commissioners?

(B) The referendum may be called by resolution of the board of commissioners or by petition of ten percent (10%) of the registered voters of the city. The referendum shall be held by the county election commission as provided in the general election law for elections on questions, or the resolution or petition may provide that the referendum be held at the next regular city election.

(2) Once the popular election of the mayor has been approved by a majority of those voting, the board of commissioners shall designate by ordinance one (1) of the commissioner positions as that of mayor. The popular election of the mayor shall take effect at the next election for the position designated. In the mayoral election, the person receiving the most votes shall become the mayor. The term of the popularly elected mayor shall be four (4) years.

(3) In a city that has chosen to elect commissioners from districts and that also has chosen to elect the mayor by popular vote, the board of commissioners shall establish one (1) less district than the number of

commissioners, and the mayor shall be elected at-large for a four-year term.

(4) The popularly elected mayor shall have the same powers and duties as a mayor chosen by the board of commissioners.

(c) During the absence or disability of the mayor, the board shall designate some properly qualified person to perform the mayor's duties.

6-20-202. Appointment of vice mayor.

At the first meeting of the board, and thereafter at the first meeting after a general city election, the board shall choose from its membership a member to act in the absence, inability, or failure to act of the mayor.

6-20-203. Duties of vice mayor.

The vice mayor shall act as mayor during any temporary absence, inability, or failure to act of the mayor, and whenever a vacancy occurs in the office of mayor, such member shall become mayor and hold office as such for the unexpired term.

6-20-204. Compensation of mayor and commissioners.

(a) The salary of the mayor shall not exceed three hundred dollars (\$300) per month, and the salary of each commissioner shall not exceed two hundred fifty dollars (\$250) per month; except that in cities that have a population of not less than one thousand (1,000), according to the federal census of 1970 or any subsequent federal census, the salary of the mayor shall not exceed five hundred dollars (\$500) per month, and the salary of each commissioner shall not exceed four hundred fifty dollars (\$450) per month. No increase in the salaries permitted by this section shall become effective unless approved by a two-thirds ($\frac{2}{3}$) vote of the board of commissioners.

(b)

(1) The salary of the mayor and commissioners shall be set by the board of commissioners. In cities with a population of less than one thousand (1,000), however, the salary of the mayor shall not exceed five hundred dollars (\$500) per month, and the salary of each commissioner shall not exceed four hundred fifty dollars (\$450) per month. In cities with a population of one thousand (1,000) or more, the salary of the mayor shall not exceed one thousand dollars (\$1,000) per month, and the salary of each commissioner shall not exceed nine hundred fifty dollars (\$950) per month. No increase in salaries of the mayor and commissioners shall be effective unless approved by a two-thirds ($\frac{2}{3}$) vote of the members to which the board of commissioners is entitled. Populations referred to in this section shall be as determined by the latest federal decennial census.

(2) This subsection (b) shall only apply in counties having a population of not less than four hundred seventy thousand (470,000) nor more than four hundred eighty thousand (480,000), according to the 1980 federal census or any subsequent federal census.

(c)

(1) Notwithstanding the limits established in subsections (a) and (b), the salaries of the mayor and commissioners may be established annually by the board of commissioners at the time of adoption of the annual operating budget; provided, however, that such salaries shall not be increased or diminished prior to the end of the term for which such officials were elected.

(2) This subsection (c) shall become effective upon approval by a two-thirds ($\frac{2}{3}$) vote of the board of commissioners.

6-20-205. Powers of board.

The legislative and all other powers, except as otherwise provided by this charter, are delegated to and vested in the board of commissioners. The board may by ordinance or resolution not inconsistent with this charter prescribe the manner in which any powers of the city shall be exercised, provide all means necessary or proper therefor, and do all things needful within or without the city or state to protect the rights of the city.

6-20-206. Exercise of board's powers.

The board shall exercise its powers in session duly assembled, and no member or group of members thereof shall exercise or attempt to exercise the powers conferred upon the board, except through proceedings adopted at some regular or special session.

6-20-207. Regular meetings.

The board of commissioners shall by ordinance fix the time and place at which the regular meetings of the board shall be held. Until otherwise provided by ordinance, the regular meetings of the board shall be held at eight o'clock p.m. (8:00 p.m.) on the first and third Thursdays of each month.

6-20-208. Special meetings.

Whenever, in the opinion of the mayor, city manager or any two (2) commissioners the welfare of the city demands it, the mayor or the recorder shall call special meetings of the board of commissioners upon at least twelve (12) hours written notice to each commissioner, the city manager, recorder, and city attorney, served personally or left at such person's usual place of residence. Each call for a special meeting shall set forth the character of the business to

be discussed at such meeting and no other business shall be considered at such meeting.

6-20-209. Mayor presiding.

The mayor shall preside at all meetings of the board of commissioners.

6-20-210. Quorum.

A majority of all the members of the board constitutes a quorum, but a smaller number may adjourn from day to day, and may compel the attendance of the absentees in such manner and under such penalties as the board may provide.

6-20-211. Procedural powers and duties of board — Penalties.

(a) The board may determine the rules of its proceedings, subject to this charter, and may arrest and punish by fine any member or other person guilty of disorderly or contemptuous behavior in its presence.

(b)

(1) The board has the power and may delegate it to any committee to:

(A) Subpoena witnesses, and order the production of books and papers relating to any subject within its jurisdiction;

(B) Call upon its own officers or the chief of police to execute its process; and

(C) Arrest and punish by fine or imprisonment, or both, any person refusing to obey such subpoena or order.

(2) The refusal to obey a subpoena or order of the board is a Class C misdemeanor.

(c) A violation of this section is a Class C misdemeanor, and each day's continuance in any refusal to comply with the requirements of this section is a separate offense.

(d) The board's presiding officer or the chair of any committee may administer oaths to witnesses.

(e) The board shall keep a journal of its proceedings, and the yeas and nays on all questions shall be entered thereon.

6-20-212. Board sessions public. — Emergencies.

(a) All sessions of the board shall be public.

(b) All sessions of the board shall be subject to a change of plan in case of emergency.

6-20-213. Powers of mayor.

The mayor shall preside at all meetings of the board of commissioners and perform such other duties consistent with the mayor's office as may be imposed by it, and the mayor shall have a seat, a voice and a vote, but no veto. The mayor shall sign the journal of the board and all ordinances on their final passage, execute all deeds, bonds, and contracts made in the name of the city, and the mayor may introduce ordinances to the board of commissioners.

6-20-214. Style of ordinances.

All ordinances shall begin, "Be it ordained by the city of (here insert name) as follows:".

6-20-215. Ordinance procedure.

(a)

(1) Except as provided in subdivision (a)(2), every ordinance shall be read two (2) different days in open session before its adoption, and not less than one (1) week shall elapse between first and second readings, and any ordinance not so read shall be null and void. Any city incorporated under chapters 18-22 of this title may establish by ordinance a procedure to read only the caption of an ordinance, instead of the entire ordinance, on both readings. Copies of such ordinances shall be available during regular business hours at the office of the city recorder and during sessions in which the ordinance has its second reading.

(2) Notwithstanding subdivision (a)(1), the board of commissioners governing any city incorporated under chapters 18-22 of this title may adopt ordinances pursuant to a consent calendar if the board unanimously passes an ordinance approving the consent calendar; provided, the ordinance approving the consent calendar shall require that:

(A) Each ordinance on the consent calendar be considered on two (2) different days in open session before its adoption and that not less than one (1) week shall elapse between first and second consideration;

(B) Copies of each ordinance adopted pursuant to the consent calendar be available during regular business hours at the office of the city recorder and during sessions in which the ordinance has its second reading;

(C) If any board member objects to an ordinance on the consent calendar or any amendment is adopted to an ordinance on the consent calendar, then the ordinance shall be removed from the consent calendar and may be adopted pursuant to subdivision (a)(1); and

(D) Copies of the consent calendar shall be published along with the agenda prior to any meeting at which the consent calendar will be considered.

(3) A city that has established a consent calendar pursuant to subdivision (a)(2) may eliminate the consent calendar by passage of an ordinance in the same manner required to create the consent calendar.

(b) An ordinance shall not take effect until fifteen (15) days after the first passage thereof, except in case of an emergency ordinance. An emergency ordinance may become effective upon the day of its final passage; provided, that it shall contain the statement that an emergency exists and shall specify the distinct facts and reasons constituting such an emergency.

(c) The unanimous vote of all members of the board present shall be required to pass an emergency ordinance.

(d) No ordinance making a grant, renewal, or extension of a franchise or other special privilege, or regulating the rate to be charged for its service by any public utility shall ever be passed as an emergency ordinance. No ordinance shall be amended, except by a new ordinance.

6-20-216. Voting by board.

In all cases under § 6-20-215, the vote shall be determined by yeas and nays, and the names of the members voting for or against an ordinance shall be entered upon the journal.

6-20-217. Recording of ordinances.

Every ordinance shall be immediately taken charge of by the recorder and by the recorder be numbered, copied in an ordinance book, filed and preserved in the recorder's office.

6-20-218. Publication of penal ordinances — Effective date.

(a) Each ordinance of a penal nature, or the caption of each ordinance of a penal nature, shall be published after its final passage in a newspaper of general circulation in the city.

(b) No such ordinance shall take effect until the ordinance, or its caption, is published, except as otherwise provided in chapter 54, part 5 of this title.

6-20-219. Mayoral duties required by ordinance.

The mayor has the power and it is hereby made the mayor's duty to perform all acts that may be required of the mayor by any ordinance duly enacted by the board of commissioners, not in conflict with any of the provisions of this charter.

6-20-220. Removal of officers.³

(a)

(1) The mayor or any commissioner may be removed from office by the board of commissioners for crime or misdemeanor in office, for grave misconduct showing unfitness for public duty, or for permanent disability, by a majority vote of the other members of the board voting for such removal. The proceedings for such removal shall be upon specific charges in writing, which, with a notice stating the time and place of the hearing, shall be served on the accused or published at least three (3) times on three (3) successive days in a daily newspaper circulating in the city.

(2) The hearing shall be public and the accused shall have the right to appear and defend in person or by counsel and have process of the board to compel the attendance of witnesses in the accused's behalf. Such vote shall be determined by yeas and nays, and the names of the members voting for or against such removal shall be entered in the journal.

(3) Immediately upon the vote for removal, the term of the accused shall expire and the accused's official status, power and authority shall cease without further action.

(4) Anyone removed under this section shall have the right of appeal.

³ Amended by referendum in 2012 (City of Mt. Juliet Ordinance No. 2012-28).

(b)

(1) Rather than being removed by the board of commissioners, the holder of any elective office may be removed by popular vote.

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

CHAPTER 21. CITY MANAGER, OFFICERS AND EMPLOYEES

PART 1. GENERAL PROVISIONS.

6-21-101. Appointment and removal of city manager.

(a) The board of commissioners shall appoint and fix the salary of the city manager, who shall serve at the will of the board.

(b)

(1) The city manager may not be removed within twelve (12) months from the date on which the city manager assumed the duties of the city manager, except for incompetence, malfeasance, misfeasance, or neglect of duty.

(2) In case of the city manager's removal within that period, the city manager may demand written charges and a public hearing thereon before the board prior to the date on which final removal shall take effect. The decision and action of the board on such hearing shall be final, and pending such hearing, the board may suspend the city manager from duty.

6-21-102. Subordinate officers and employees.

(a) The city manager may appoint, promote, suspend, transfer and remove any officer or employee of the city responsible to the city manager; or the city manager may, in the city manager's discretion, authorize the head of a department or office responsible to the city manager to take such actions regarding subordinates in such department or office. The city manager shall

appoint such heads of administrative offices or organizational units as the city manager deems necessary. The city manager may combine, or personally hold, any such administrative offices established pursuant to this subsection (a) or otherwise established or may delegate parts of the duties of the city manager's office to designated subordinates.

(b) Except as otherwise provided in this charter, the compensation of all officers and employees of the city shall be fixed by the city manager within the limits of the appropriations ordinance and in accordance with a comprehensive pay plan adopted by the board of commissioners.

6-21-103. Oath of office.

Every officer, agent, and employee holding a position upon an annual salary shall, before entering upon such person's duties, take and subscribe and file with the recorder, an oath or affirmation that such person has all the qualifications named in this charter for the office or employment such person is about to assume, that such person will support the constitutions of the United States and of this state and the charter and ordinances of the city and will faithfully discharge the duties of the office or employment.

6-21-104. Surety bond.

The city manager and every officer, agent, and employee having duties embracing the receipt, disbursement, custody, or handling of money shall, before entering upon these duties, execute a fidelity bond with some surety company authorized to do business in the state, as surety, except that bonds for five hundred dollars (\$500) or less may be given with personal surety, in such amount as shall be prescribed by ordinance of the board of commissioners, except where the amount is prescribed in this charter. All such bonds and sureties thereto shall be subject to the approval of the board of commissioners. The cost of making these bonds is to be paid by the city.

6-21-105. Additional bond.

If, at any time, it appears to the mayor, city manager, or recorder that the surety or sureties on any official bond are insufficient, the officer or employee shall be required to give additional bond, and if such officer or employee fails to give additional bond within twenty (20) days after being notified, the officer or employee's office shall be vacant.

6-21-106. Political activities of officers and employees — Penalties.

(a) Neither the city manager, recorder, city judge, chief of police nor any person in the employ of the city, under any of such officers, shall take any active part in or contribute any money toward the nomination or election of any candidate for election to the board of commissioners, except to answer such questions as may be put to them and as they may desire to answer.

(b) A violation of this section shall subject the offenders to removal from office or employment, and to punishment by fine of not more than fifty dollars (\$50.00) for each offense.

6-21-107. Manager as administrative head — Absence — Time devoted to office.

(a) In addition to all other powers conferred upon the city manager, the city manager shall be the administrative head of the municipal government under the direction and supervision of the board of commissioners. The city manager shall be appointed without regard to the city manager's political beliefs and need not be a resident of the city or state at the time of appointment.

(b) During the absence or disability of the city manager, the board of commissioners may designate some properly qualified person to perform the functions of the city manager.

(c) The city manager shall not be required to give the city manager's entire time to the affairs of the city, unless the city commissioners, when employing the city manager, make the employment conditional upon the city manager's devoting the city manager's entire time to the interest of the city.

6-21-108. Powers and duties of manager.

The powers and duties of the city manager are to:

(1) See that the laws and ordinances are enforced, and upon knowledge or information of any violation thereof, see that prosecutions are instituted in the city court;

(2) Except as otherwise provided in this charter, appoint, promote, demote, suspend, transfer, remove, and otherwise discipline all department heads and subordinate employees at any time, subject only to any personnel rules and regulations adopted by ordinance or resolution by the commission. Any hearings on, or appeals from, the city manager's personnel decisions provided for in the personnel rules and

regulations shall be exclusively before the city manager or a hearing officer designated by the city manager;

(3) Supervise and control the work of the recorder, the chief of police, the city attorney, treasurer, and all other officers, and of all departments and divisions created by this charter or that hereafter may be created by the board of commissioners;

(4) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility or franchise are faithfully done, kept and performed, and, upon knowledge or information of any violation thereof, call the same to the attention of the city attorney, who is hereby required to take such steps as are necessary to enforce the same;

(5) Attend all meetings of the board, with the right to take part in the discussion, but not to vote;

(6) Recommend to the board for adoption such measures as the city manager deems necessary or expedient;

(7) Act as budget commissioner and keep the board fully advised as to the financial condition and need of the city;

(8) Act as purchasing agent for the city and purchase all material, supplies and equipment for the proper conduct of the city's business as provided in § 6-19-104;

(9) Execute contracts on behalf of the city when this authority is delegated to the city manager by ordinance; and

(10) Perform such other duties as may be prescribed by this charter or required of the city manager by resolution or ordinance of the board.

PART 2. CITY ATTORNEY.

6-21-201. Qualifications.

The city attorney shall be an attorney at law entitled to practice in the courts of the state.

6-21-202. Duties and compensation.

(a) The city attorney shall:

(1) Direct the management of all litigation in which the city is a party, including the functions of prosecuting attorney in the city courts;

(2) Represent the city in all legal matters and proceedings in which the city is a party or interested, or in which any of its officers are officially interested;

(3) Attend any meetings of the board of commissioners when required by the board;

(4) Advise the board and committees or members thereof, the city manager, and the heads of all departments and divisions, as to all legal questions affecting the city's interest; and

(5) Approve as to form all contracts, deeds, bonds, ordinances, resolutions and other documents to be signed in the name of or made by or with the city.

(b) The city attorney shall receive a salary to be fixed by the board.

PART 3. DEPARTMENTS GENERALLY.

6-21-301. Departments of city.

That the work and affairs of the city may be classified and arranged conveniently and conducted efficiently, there are hereby established the following departments:

(1) Department of education;

(2) Department of finance;

(3) Department of public safety; and

(4) Department of public works and welfare.

6-21-302. Creation and control of departments by board.

The board of commissioners may by ordinance create new departments or combine or abolish existing departments and prescribe their duties and functions, but before doing so must receive the written recommendations of the city manager.

6-21-303. Supervision of departments by manager.

The city manager shall supervise and control all departments now or hereafter created, except as otherwise provided by this charter.

PART 4. CITY RECORDER.

6-21-401. City recorder — Appointment.

The city manager shall appoint a city recorder, who also may be appointed to the positions of finance director or treasurer or both.

6-21-402. Recorder pro tempore.

In the event of the temporary absence or disability of the recorder, the city manager may appoint a recorder pro tempore.

6-21-403. Functions at board meeting.

It is the duty of the recorder to be present at all meetings of the board of commissioners, and to keep a full and accurate record of all business transacted by the same, to be preserved in permanent book form.

6-21-404. Custody of official records.

The recorder shall have custody of, and preserve in the recorder's office, the city seal, the public records, original rolls of ordinance, ordinance books, minutes of the board of commissioners, contracts, bonds, title deeds, certificates, and papers, all official indemnity or security bonds, except the recorder's bond, which shall be in the custody of the mayor, and all other bonds, oaths and affirmations, and all other records, papers, and documents not required by this charter or by ordinance to be deposited elsewhere, and register them by numbers, dates, and contents, and keep an accurate and modern index thereof.

6-21-405. Copies of records and ordinances.

The recorder shall provide, and when required by any officer or person certify, copies of records, papers, and documents in the recorder's office, and charge therefor, for the use of the city, such fees as may be provided by ordinance, cause copies of ordinances to be printed, as may be directed by the board of commissioners, and keep them in the recorder's office for distribution.

PART 5. CITY COURT.

6-21-501. City judges — Jurisdiction — Qualifications and compensation — Elections — Temporary replacement.

(a) There shall be a city court presided over by a city judge. The board of commissioners may appoint a city judge who shall serve at the will of the board. The city judge shall have such qualifications and receive such compensation as the board may provide by ordinance.

(b)

(1) At the regular general election in August 1990, the candidate for city judge who receives the highest number of votes shall be elected to the position of city judge for a term of eight (8) years and shall be a licensed attorney authorized to practice in the courts of this state. The city judge shall be not less than thirty (30) years of age and shall be a resident of the county within which the city lies. The city judge shall receive such compensation as the board by ordinance may establish; provided, that such compensation shall not be altered for the term for which the city judge is elected.

(2) All fees shall be paid into the treasury of the city and are not to be considered as part of the compensation of the city judge. In the absence or disability of the city judge, a general sessions court judge of the county within which the city lies shall sit temporarily as city judge. Any vacancy in the office of city judge shall be filled by the board until the next regularly scheduled election is conducted.

(3) This subsection (b) is local in effect and shall become effective in a particular municipality upon the contingency of a two-thirds ($\frac{2}{3}$) vote of the legislative body of the municipality approving this subsection (b). Unless the municipality's charter provides otherwise, by the same vote, the legislative body of the municipality may revoke the approval of this subsection (b), and this subsection (b) shall become ineffective upon the end of the term of the city judge elected under this subsection (b).

(4)

(A) This subsection (b) only applies in counties having a population in excess of two hundred fifty thousand (250,000), according to the 1980 federal census or any subsequent federal census.

(B) This subsection (b) does not apply in any county having a population greater than seven hundred seventy thousand (770,000), according to the 1980 federal census or any subsequent census.

(C) This subsection (b) shall not apply in any county having a population of not less than four hundred seventy thousand (470,000) nor more than four hundred eighty thousand (480,000),

according to the 1980 federal census of population or any subsequent federal census. (c) If a city judge is unable to preside over city court for any reason, then, to the extent a general sessions court judge agrees to serve temporarily as city judge, the judge shall appoint a general sessions judge of the county within which the city lies to sit in the city judge's stead. If there is not a general sessions judge available, then the city judge shall appoint an attorney, meeting the same qualifications as a general sessions judge, to sit temporarily.

(c) If a city judge is unable to preside over city court for any reason, then, to the extent a general sessions court judge agrees to serve temporarily as city judge, the judge shall appoint a general sessions judge of the county within which the city lies to sit in the city judge's stead. If there is not a general sessions judge available, then the city judge shall appoint an attorney, meeting the same qualifications as a general sessions judge, to sit temporarily.

6-21-502. Power to enforce ordinances.

(a) The city judge has the power and authority to:

(1) Impose fines, costs, and forfeitures, and punish by fine for violations of city ordinances;

(2) Preserve and enforce order in such city judge's court;

(3) Enforce the collection of all such fines, costs, and forfeitures imposed by such city judge; and

(4)

(A) In default of payment, or of good and sufficient security given for the payment of such fines, costs or forfeitures imposed by such city judge, if:

(i) The city court has concurrent jurisdiction with the general sessions court, the city judge is authorized to enter an order in accordance with § 40-24-104 which, in accordance with such section, may include imprisonment until the fine, costs or forfeitures, or any portion of it, is paid. No such imprisonment shall exceed the period of time established in § 40-24-104, for any one (1) offense or violation.

(ii) The city court does not have concurrent jurisdiction with the general sessions court, the city judge is authorized to enter an order for contempt of court for the payment of the fine in the amount established pursuant to § 16-18-306.

(B) Fines may be paid in installments in the manner provided by ordinance or in accordance with § 40-24-104. Any court is authorized to enforce the collection of unpaid fines or forfeitures as a judgment in a civil action in any court with competent jurisdiction in accordance with § 40-24-105. The city judge may remit, with or without condition, fines and costs imposed for violation of any ordinance provision.

(b) The city judge may remit, with or without condition, fines and costs imposed for violation of any ordinance or charter provision.

6-21-503. Docket.

The city judge shall keep, or cause to be kept, a court docket or dockets embodying complete detailed records of all cases handled by the city judge.

6-21-504. Arrest warrant.

(a) Only one (1) warrant shall be issued for the same offense, the warrant to embrace all of the parties charged with the same offense.

(b) No arrest shall be made, except upon a warrant duly issued, unless the offense is committed in the presence of the officer making the arrest, or unless in a case of felony.

(c) The affidavit upon which the warrant is issued shall especially state the offense charged.

6-21-505. Appearance bond.

Whenever any person is arrested for the violation of any city ordinance in the presence of a police officer, and no warrant has been issued or served, such person may execute an appearance bond in an amount not exceeding fifty dollars (\$50.00), and file same with a police desk sergeant, or may, in lieu of the execution of an appearance bond, deposit a sum not exceeding fifty dollars (\$50.00), with a police desk sergeant and be given a receipt for same, and, on the appearance of such person before the city court at the time specified in the receipt, such deposit shall be returned to that person. On the failure of such person to appear at the time specified, the amount so deposited shall be

forfeited to the municipality and such person shall not be entitled to the return of any part thereof and it shall not be necessary to issue a scire facias; provided, that within two (2) days of the imposition of the forfeiture, the city judge shall have the power to set aside the conditional judgment imposing such forfeiture when it shall be made to appear that the failure of the accused to appear and defend such accused's suit was due to no fault or negligence of the accused. After the expiration of the two (2) days, there may be a final judgment imposing a forfeiture.

6-21-506. Disposition of fines and labor.

(a) All fines imposed by the city judge for violations of city ordinances shall belong to and be paid into the treasury of the city.

(b) Any labor performed in the execution of a workhouse or prison sentence for such violation or violations shall be performed for the city under the direction of the city manager.

6-21-507. Collection of fines and cost.

(a) The city judge, in all cases heard or determined by such city judge for offenses against the corporate laws and ordinances, shall set and collect municipal court costs in accordance with § 16-18-304, shall levy and collect the litigation tax in accordance with § 16-18-305 and, in addition, shall add thereto one dollar (\$1.00), as a tax on all such cases. The city judge shall certify to the chief of police for collection, all fines, costs, and forfeitures imposed by the city judge for offenses against the laws and ordinances of the city. Costs in favor of any person paid a fixed salary by the city shall belong to the city and be paid into its treasury. It is the duty of the city judge to collect and receipt for all fines imposed by the city judge, and the city judge shall render a monthly report to the board of commissioners of all costs and fines collected and of all assessed and uncollected.

(b) It is unlawful for any other person or officer to collect or receipt for such fines, costs, and recoveries, but the city judge may authorize the chief of police to collect and receipt for fines and costs.

6-21-508. Appeal from city judge's judgment.

Any person dissatisfied with the judgment of the city judge in any case or cases heard and determined by the city judge, may, within ten (10) entire days thereafter, Sundays exclusive, appeal to the next circuit court of the county, upon giving bond with good and sufficient security as approved by the city

judge for such person's appearance or the faithful prosecution of the appeal; provided, that in prosecutions for violations of the city ordinances, the bond shall not exceed two hundred fifty dollars (\$250).

PART 6. POLICE.

6-21-601. Appointment.

The city manager shall appoint a chief of police and such patrol officers and other members of the police force as may be provided by ordinance.

6-21-602. Duties.

It is the duty of the chief of police and the members of the police force to:

- (1) Preserve order in the city;
- (2) Protect the inhabitants and property owners therein from violence, crime, and all criminal acts;
- (3) Prevent the commission of crime, violations of law and of the city ordinances; and
- (4) Perform a general police duty, execute and return all processes, notices, and orders of the mayor, city manager, city attorney, and recorder, and all other processes, notices, and orders as provided in this charter or by ordinance.

6-21-603. Emergency assistance to police.

In time of riot or other emergency, the mayor or city manager shall have power to summon any number of inhabitants to assist the police force.

6-21-604. Duties in prosecution of violations.

Members of the police force, whenever necessary for the purpose of enforcing the ordinances of the city, shall procure the issuance of warrants, serve the same, and appear in the city courts as prosecutors, relieving complaining citizens insofar as practical of the burden of instituting cases involving the violation of city ordinances; but this section shall not be construed to relieve any person from the duty of appearing in court and testifying in any case.

PART 7. FIRE DEPARTMENT.

6-21-701. Appointment.

The city manager shall appoint a chief of the fire department and such other members of the department as may be provided by ordinance.

6-21-702. Duties.

It is the duty of the chief of the fire department and the members thereof to take all proper steps for fire prevention and suppression.

6-21-703. Emergency powers.

(a) When any fire department or company recognized as duly constituted by the commissioner of commerce and insurance pursuant to § 68-102-108 is requested to respond to a fire, hazardous materials incident, natural disaster, service call, or other emergency, it may, regardless of where the emergency exists, proceed to the emergency site by the most direct route at the maximum speed consistent with safety. While responding to, operating at, or returning from such emergency, the chief of the responding fire department or company, or any member serving in capacity of fire officer-in-charge, shall also have the authority to:

- (1) Control and direct the activities at the scene of the emergency;
- (2) Order any person or persons to leave any building or place in the vicinity of such scene for the purpose of protecting such person or persons from injury;
- (3) Blockade any public highway, street or private right-of-way temporarily while at such scene;
- (4) Trespass at any time of the day or night without liability while at such scene;
- (5) Enter any building or premises, including private dwellings, where a fire is in progress, or where there is reasonable cause to believe a fire is in progress, for the purpose of extinguishing the fire;
- (6) Enter any building or premises, including private dwellings, near the scene of the fire for the purpose of protecting the building or premises, or for the purpose of extinguishing the fire that is in progress in another building or premises;
- (7) Inspect for preplanning all buildings, structures, or other places in the chief's fire district, except the interior of a private dwelling, where any combustible material, including waste paper, rags, shavings, waste, leather, rubber, crates, boxes, barrels, rubbish, or other combustible material that is or may become dangerous as a fire menace to such buildings, structures, or other places has been allowed to accumulate, or

where such chief or the chief's designated representative has reason to believe that such combustible material has accumulated or is likely to accumulate;

(8) Direct without liability the removal or destruction of any fence, house, motor vehicle, or other thing, if such person deems such action necessary to prevent the further spread of the fire;

(9) Request and be furnished with additional materials or special equipment at the expense of the owner of the property on which the emergency occurs, if deemed necessary to prevent the further spread of the fire or hazardous condition; and

(10) Order disengagement or discouplement of any convoy, caravan, or train of vehicles, craft, or railway cars, if deemed necessary in the interest of safety of persons or property.

(b) When any fire department or company responds to any emergency outside its fire district, however, it shall at all times be subject to the control of the fire chief or designated representative in whose district the emergency occurs.

6-21-704. Fire marshal.

The city manager may appoint a fire marshal whose duty shall be, subject to the chief of the fire department, to investigate the cause, origin, and circumstances of fires and the loss occasioned thereby, and assist in the prevention of arson.

PART 8. SCHOOLS.

6-21-801. Authority of city manager.

The city manager of any municipality incorporated under chapters 18-22 of this title has full power to manage and control the public or city schools.

6-21-802. Officers and employees.

The city manager shall appoint, prescribe the duties and powers of, and fix the salary of the director of schools of the city and appoint, fix the salaries of, and have power to remove, all other officers and all teachers, agents, and employees of the department of education.

6-21-803. Building plans.

All plans for the erection or improvement of school buildings or other buildings used for educational purposes shall be subject to the approval of the city manager.

6-21-804. Equipment and supplies.

All materials, supplies, and equipment for educational purposes shall be purchased by the city manager.

6-21-805. State and county school funds.

In apportioning the state and county school funds of the county, the county board of education, or other apportioning and disbursing body, shall apportion and pay over to the treasurer of the city such portion of the state and county school funds as by law is applicable to the schools within the limits of the city.

6-21-806. Disbursements from school fund.

The board of commissioners shall provide by ordinance for the manner in which the state, county, and city taxes apportioned to the school fund shall be paid over by the city treasurer.

6-21-807. Board of education — Election — Powers.

(a) Sections 6-21-801 and 6-21-802 notwithstanding, the board of commissioners, by ordinance, may delegate the power to manage and control the city public schools to an elected board of education.

(b) The board of education shall have the same number of members as the board of commissioners and shall be elected on the same day and in the same manner as the board of commissioners.

(c) If the board of commissioners is elected by district, the board of education shall also be elected by district.

(d) The board shall exercise the power otherwise granted to the city manager in this part.

CHAPTER 22. FISCAL AFFAIRS UNDER CITY MANAGER-COMMISSION CHARTER

6-22-101. Duties of finance director.

The city manager or an officer appointed by the city manager shall serve as finance director and shall:

- (1) Exercise a general supervision over the fiscal affairs of the city, and general accounting supervision over all the city's property, assets and claims, and the disposition of such property, assets and claims;
- (2) Be the general accountant and auditor of the city;
- (3) Have custody of all records, papers, and vouchers relating to the fiscal affairs of the city, and the records in the city manager's office shall show the financial operations and conditions, property, assets, claims, and liabilities of the city, all expenditures authorized and all contracts in which the city is interested;
- (4) Require proper fiscal accounts, records, settlements and reports to be kept, made and rendered to the city manager by the several departments and officers of the city, including all deputies or employees of the city manager's department charged with the collection or expenditures of money, and shall control and audit the same; and
- (5) At least monthly, adjust the settlements of officers engaged in the collection of the revenue.

6-22-102. Taxes and assessments under department of finance.

The assessment, levy, and collection of taxes and special assessments shall be in the charge of the department of finance, subject to the limitations elsewhere found in this charter.

6-22-103. Property and privileges taxable.

All property, real, personal and mixed subject to state, county, and city taxes, and all privileges taxable by law, shall be taxed, and taxes thereon collected by the city for municipal purposes as provided in this chapter.

6-22-104. Ad valorem tax.

The ad valorem tax upon the stocks, accounts, and equipment may be assessed and collected in like manner as state and county merchant's ad valorem tax is assessed upon the same property. It is the duty of the county assessor of

property and the comptroller of the treasury to prepare a separate assessment book or roll showing real, personal and mixed property assessable by the county assessor of property or the comptroller of the treasury lying within the limits of the city.

6-22-105. Certification of assessments.

The records referenced in § 6-22-104 shall be certified to the finance director of the city upon the completion of the work of the boards of equalization, after they have been copied by the county clerk or the department of revenue.

6-22-106. Tax books.

(a) As soon as practicable in each year after the assessment books for the state and county are complete, which shall be after boards of equalization provided for by general laws shall have finished their work, it is the duty of the finance director to prepare or cause to be prepared, from the assessment books of the county and of the comptroller of the treasury, a tax book similar in form to that required by laws of the state to be made out for the county trustee, embracing, however, only such property and persons as are liable for taxes within the city.

(b) Such tax books, when certified to be true, correct and complete by the finance director, shall be the assessment for taxes in the city for all municipal purposes; provided, that there may be an assessment by the finance director at any time, of any property subject to taxation found to have been omitted, and such assessment shall be duly noted and entered on the assessment books of the city. Instead of the assessment made by county and state officials as provided in this section, the city may, by ordinance insofar as not prohibited by general laws, provide for and regulate an assessment to be made by its own assessor of property.

6-22-107. Statement of taxable property — Tax levy.

(a) It is the duty of the finance director, in each year, as soon as the assessment roll for the city is complete, to submit to the board of commissioners a certified statement of the total amount of the valuation or assessment of the taxable property for the year within the city limits, including the assessment of all railroads, telephone, telegraph, and other public utility properties, together with a certified statement of the revenue derived by the city from privilege taxes, merchant's ad valorem taxes, street labor taxes, fines for the preceding fiscal year, and miscellaneous revenue.

(b) Upon the presentation of such statements by the finance director, the board shall proceed by ordinance to make the proper levy to meet the expenses of the city for the current fiscal year.

6-22-108. Effective date of levy.

The board of commissioners of the city shall have full power to levy and collect taxes as of January 10 of each and every year.

6-22-109. Extension of levy on tax books.

It is the duty of the finance director, immediately after the levy of taxes by the board of commissioners, to cause the levy to be extended upon the tax book prepared by the finance director in the same manner that extensions are made upon the tax books in the hands of the county trustee.

6-22-110. Due date of taxes — Tax collector — Distress warrants.

(a) All taxes due the city, except privilege and merchant's ad valorem taxes and street labor taxes, shall, until otherwise provided by ordinance, be due and payable on November 1 of the year for which the taxes are assessed.

(b) The treasurer shall be custodian of the tax books and shall be the tax collector of the city.

(c) Distress warrants may issue for the collection of taxes and any such distress warrant shall be executed by the chief of police or any police officers of the city by a levy upon, and sale of goods and chattels under the same provisions as prescribed by law for the execution of such process of courts of general sessions.

6-22-111. Tax liens — Errors and irregularities in assessment.

(a) All municipal taxes on real estate in the city, and all penalties and costs accruing thereon, are hereby declared to be a lien on such realty from and after January 1 of the year for which same are assessed, superior to all other liens, except the liens of the United States, the state and the county, for taxes legally assessed thereon, with which it shall be a lien of equal dignity.

(b) No assessment shall be invalid because the size and dimensions of any tract, lot or parcel of land shall not have been precisely named nor the amount of the valuation or tax not correctly given, nor because the property has been assessed in the name of a person who did not own the same, nor because the same was assessed to unknown owners, nor on account of any objection or informality merely technical, but all such assessments shall be good and valid.

(c) The board of commissioners shall have power to correct any errors in the tax assessments upon a certificate filed by the assessor of property or assessing body.

6-22-112. Delinquency penalties — Discount for early payment.

(a) On December 1 of the year for which the taxes are assessed, or other date provided by ordinance, a penalty of two percent (2%) upon all taxes remaining unpaid shall be imposed and collected by the city and paid into the city treasury. An additional penalty of two percent (2%) shall be added for each month thereafter for twelve (12) months.

(b) If any taxpayer elects to pay such taxpayer's taxes prior to October 1, that taxpayer shall be entitled to a discount of two percent (2%) from the amount of the taxpayer's bill.

6-22-113. Change of due dates — Semiannual installments.

(a) The board of commissioners may, by ordinance passed by unanimous vote, change the due date and delinquent date of all taxes, and may provide for the semiannual payment of taxes and a discount for the prompt payment of such taxes.

(b) In case a semiannual installment of taxes is made due and payable before the assessment and levy of taxes in the city for the current year is complete, the amount of the installment so collected as a tax upon any property shall be not more than fifty percent (50%) of the taxes levied on the property for the preceding year, such installment to be credited on the current year's taxes when determined and levied.

6-22-115. Complaints in chancery to collect special assessments.

The board of commissioners has the power, and is hereby given authority, to file complaints in the chancery court in the name of the city for the collection of assessments and levies made for payment for improvements or service in the city, such as paving, sidewalks, curbing, guttering, sewers and other improvements, or services for which assessments may be made under the charter, or by any other acts of the general assembly, and the cost of which is made a charge on property owners abutting the improvements and a lien on abutting property. The suits commenced by such complaints shall be conducted as other suits in chancery for the enforcement of like liens and under the rules of law and practice provided for the same. The complaints shall not be objectionable because the owners of different parcels or lots of land are made

parties thereto, it being the intention that all persons in the same improvement district, or liable for portions of the same assessment and levy for improving a portion of the city as provided in this section, and on whose property the assessment or levy is a lien, shall be made parties defendant to one (1) complaint.

6-22-116. License taxes.

(a) License taxes may be imposed by ordinance upon any and all privileges, businesses, occupations, vocations, pursuits, or callings, or any class or classes thereof, now or hereafter subject to such taxation under the laws of Tennessee, and a separate license tax may be imposed for each place of business conducted or maintained by the same person, firm, or corporation.

(b) The treasurer shall enforce the collection of merchants' taxes and all other license taxes, and for that purpose have and exercise the powers of law vested in, and follow the procedure and methods prescribed for, county clerks.

6-22-117. Accounting system.

The finance director, with the approval of the city manager, shall cause an efficient system of accounting for the city to be installed and maintained.

6-22-118. Fiscal forms.

The finance director shall cause all forms used in connection with either the receipt or disbursement of city funds to be numbered consecutively, and shall account for all spoiled or unused forms.

6-22-119. Appointment and duties of treasurer.

(a) The city manager shall appoint a treasurer.

(b) It is the duty of the treasurer to collect, receive and receipt for the taxes and all other revenue and bonds of the city, and the proceeds of its bond issues, and to disburse the same.

(c) The city manager may appoint the recorder as treasurer.

6-22-120. Depositories of municipal funds.

(a)

(1) The board, at a regular meeting, shall adopt a resolution to contract with a bank or banks making the best proposal to become the depository of municipal funds.

(2) Before entering into a contract under subdivision (a)(1), the treasurer or an officer appointed by the treasurer shall review and analyze the proposals from the banks and submit an analysis of the proposals to each member of the board at or before the next meeting of the board. The analysis of the proposals should consider the bank or banks proposing the highest interest rate, potential service charges or other fees, factors affecting safety and liquidity of municipal funds, and any other relevant factors.

(b) The board shall require any bank that becomes a depository of municipal funds to secure the funds by collateral in the same manner and under the same conditions as state deposits under title 9, chapter 4, parts 1 and 4, or as provided in a collateral pool created under title 9, chapter 4, part 5.

(c) Notwithstanding any law to the contrary, at least once every four (4) years, the board shall reevaluate the contracts entered into pursuant to subsection (a). The board shall base its evaluation on proposals obtained from at least two (2) banks. The treasurer or an officer appointed by the treasurer shall prepare a written evaluation of the proposals and preserve the evaluations for at least three (3) years.

6-22-121. Budget commissioner — Fiscal year.

(a) The city manager shall be budget commissioner.

(b) The fiscal year of the city shall begin on July 1, unless otherwise provided by ordinance.

6-22-122. Budget estimate submitted to commissioners.

The city manager shall, on or before May 15 of each year, submit to the board of commissioners an estimate of the expenditures and revenue of the city for the ensuing fiscal year. This estimate shall be compiled from detailed information obtained from the several departments on uniform blanks to be furnished by the city manager.

6-22-124. Appropriation ordinance — Amendments.

(a) Upon receipt of the estimate provided for in § 6-22-122, the board of commissioners shall prepare a tentative appropriation ordinance.

(b) The appropriation ordinance for each fiscal year shall be finally adopted before the first day of the fiscal year.

(c) Amendments may be made to the original appropriations ordinance at any time during a current fiscal year; provided, however, that, except for emergency expenditures under § 6-22-129, increased appropriations may be made only after the city manager has certified in writing that sufficient unappropriated revenue will be available.

6-22-125. Reversion of appropriations to general fund.

At the end of each year, all unencumbered balances or appropriations in the treasury shall revert to the general fund and be subject to further appropriations. Such balances shall be considered unencumbered only when the city manager shall certify in writing that the purposes for which they were appropriated have been completely accomplished and that no further expenditure in connection with them is necessary.

6-22-126. Approval of claims against city.

(a) Except as by this charter or by law or ordinance otherwise provided, the finance director shall prescribe and regulate the manner of paying creditors, officers and employees of the city. The finance director shall audit all payrolls, accounts and claims against the city and certify thereon the balance as stated by the finance director, but no payroll, account, or claim, or any part thereof, shall be audited against the city or paid unless authorized by law or ordinance and approved and certified by the city manager and the head of the department for which the indebtedness was incurred, and the amount required for payment of the same appropriated for that purpose by ordinance and in the treasury.

(b) Whenever any claim is presented to the city finance director, the finance director shall have power to require evidence that the amount claimed is justly due, and is in conformity to law and ordinance, and for that purpose may summon before such finance director any officer, agent or employee of any department of the municipality, or any other person, and examine the officer, agent or employee upon oath or affirmation relative thereto.

(c) The city manager, finance director and head of the department concerned, and their sureties, shall be liable to the municipality for all loss or damages sustained by the municipality by reason of the corrupt approval of any claim against the municipality.

6-22-127. Issuance of warrants.

(a) Subject to § 6-22-126, warrants shall be issued by the finance director.

(b) Each warrant shall specify the particular departmental fund against which it is drawn and shall be payable out of no other fund.

(c) Any officer or employee in the finance director's office may be designated by such finance director to draw warrants with the same effect as if signed by the finance director, such designation to be in writing, in duplicate, filed with the city manager. The city manager may make such designation if the finance director is absent or disabled and there is no one in the finance director's office designated to act. Any such designation may be revoked by the finance director while acting as such by filing the revocation in duplicate with the city manager and the treasury division.

6-22-128. Certification of availability of funds to meet contract obligations.

No contract, agreement, or other obligation involving the expenditure of money shall be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the board of commissioners or be authorized by any officer of the city, unless the finance director shall first certify to the board or the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure, is in the treasury or safely assured to be forthcoming and available in time to comply with, or meet such contract, agreement, obligation or expenditures; and no contract, agreement or other obligation involving the expenditure of money payable from the proceeds of bonds of the city shall be entered into until the issuance and sale of such bonds have been duly authorized in accordance with the provisions of this charter in reference to city bonds.

6-22-129. Emergency expenditures.

No contract liability shall be incurred without previous authority of law or ordinance, but the board of commissioners may, by ordinance, empower the proper officials to pay out money or incur contract liability for the city for the necessary preservation of the city's credit, or in other extreme emergency, under such restrictions as may be provided in the ordinance; provided, that any such liability shall mature not later than one (1) year from the date of its incurrence.

6-22-130. Annual operating budget — Publication — Budgetary comparison.

(a) Notwithstanding any other law to the contrary, the governing body shall publish the annual operating budget and budgetary comparisons of the

proposed budget with the prior year's actual figures and the current year's estimated figures, which information shall include the following:

- (1)** Revenues and expenditures for the following governmental funds: general, streets/public works, general purpose school and debt service;
 - (2)** Revenues for each fund shall be listed separately by local taxes, state of Tennessee, federal government and other sources;
 - (3)** Expenditures for each fund shall be listed separately by salaries and other costs;
 - (4)** Beginning and ending fund balances shall be shown for each fund; and
 - (5)** The number of full-time equivalent employee positions shall be shown for each fund.
- (b)** The publication shall be in a newspaper of general circulation and shall be published not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1822
10.A.

Agenda Date: 8/10/2026

Agenda #:

Title:

AN ORDINANCE TO AMEND ORDINANCE 2023-14 FOR MCFARLAND FARMS, LOCATED AT 5238, 5266, 5404 AND 0 OLD LEBANON DIRT ROAD, MAP 077, PARCELS 23, 22, 22.01 AND 22.03, BY REMOVING PUBLIC WORKS CONDITION 10.C.

ORDINANCE 2026 –

AN ORDINANCE TO AMEND ORDINANCE 2023-14 FOR MCFARLAND FARMS, LOCATED AT 5238, 5266, 5404 AND 0 OLD LEBANON DIRT ROAD, MAP 077, PARCELS 23, 22, 22.01 AND 22.03, BY REMOVING PUBLIC WORKS CONDITION 10.C.

WHEREAS, the Board of Commissioners previously adopted Ordinance 2023-14, which rezoned the property and approved the Preliminary Master Development Plan for McFarland Farms development; and

WHEREAS, Ordinance 2023-14 was adopted subject to certain conditions, including conditions recommended by the City of Mt. Juliet Public Works Department; and

WHEREAS, Public Works Condition 10 of Ordinance No. 2023-14 provided for an Off-Site Transportation Contribution under which the developer agreed to contribute \$5,000 per residential unit, with Condition 10.b. providing a credit of \$3,450 per residential unit for off-site improvements constructed by the developer on Old Lebanon Dirt Road, and Condition 10.c. providing that the remaining \$1,550 per residential unit would be allocated toward improvements to E. Division Street, for an estimated total contribution of \$1,044,700 based on the proposed 674 residential units; and

WHEREAS, the developer has made substantial additional contributions toward transportation and infrastructure improvements associated with the McFarland Farms development, and the Board of Commissioners finds that those additional expenditures warrant a credit for the remaining \$1,550 per residential unit contribution contemplated by Public Works Condition 10.c.; therefore, the Board desires to amend Ordinance No. 2023-14 to provide such credit.

Section 1. Public Works Condition 10.c. of Ordinance No. 2023-14 is hereby amended to read in its entirety as follows:

c. The developer shall receive a credit for the remaining \$1,550 per residential unit contribution in recognition of the developer's additional contributions toward transportation and infrastructure improvements associated with the McFarland Farms development.

Section 2. Except as specifically amended herein, all other provisions, conditions, requirements, and approvals contained in Ordinance 2023-14 shall remain unchanged and in full force and effect.

BE IT FURTHER ORDAINED

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

ORDINANCE 2026 –

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

ORDINANCE NO. 2023-14

AN ORDINANCE TO REZONE APPROXIMATELY 112 ACRES OF PROPERTY AT 5238, 5266, 5404 AND 0 OLD LEBANON DIRT ROAD, MAP 077, PARCELS 23, 22, 22.01, 22.03 FROM CTC-PUD, AR-40 AND WILSON COUNTY R-1 TO CTC-PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR MCFARLAND FARMS

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 January 19, 2023, and forwarded a negative recommendation for approval to the Board of Commissioners by a vote of (3-5-0) and;

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on March 27, 2023 and notice thereof published in the Chronicle of Mt. Juliet on March 8, 2023; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property at 5238, 5266, 5404 and 0 Old Lebanon Dirt Road, Map 077, Parcels 23, 22, 22.01, 22.03, approximately 112 acres, from CTC-PUD, AR-40 and Wilson County R-1 to CTC-PUD and adopt the Preliminary Master Development Plan for McFarland Farms.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON March 27, 2023 as follows:

SECTION 1. – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning those certain parcels of real property at 5238, 5266, 5404 and 0 Old Lebanon Dirt Road, Map 077, Parcels 23, 22, 22.01, 22.03, approximately 112 acres from CTC-PUD, AR-40 and Wilson County R-1 to CTC-PUD.

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – The Preliminary Master Development Plan for McFarland Farms (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 at minimum 5% commercial ratio of the mixed-use buildings.
2. Provide the square footage of all mixed-use and commercial buildings.

3. The Board of Commissioners shall determine the acceptance of the proposed elevations, which include 70% brick and/or stone and 30% Cementous siding. No Vinyl shall be permitted.
4. 5-104.1 and 4-114 Multifamily Regulations shall be adhered to, excepting any waivers approved by the Planning Commission and/or Board of Commissioners.
5. All requirements of 5-103A and 6-103A shall be met, excepting any waivers approved by the Planning Commission or Board of Commissioners.
6. HVAC and utility equipment shall be screened entirely from horizontal view; utility meters shall be screened with brick/stone screen walls.
7. All building mounted exterior lighting fixtures shall be decorative.
8. Mail retrieval areas shall not count towards improved open space.
9. Decorative low maintenance fencing is required should it be used.
10. Brick shall be clay, baked and individually laid.
11. Stone shall be individually laid.
12. Provide two car wide driveways for the townhomes, minimum length 22'.
13. Provide decorative street lighting throughout, also provide street light typical at Final Master Development Plan submittal.
14. Mail kiosks shall be covered and well lit.
15. All floodplain policies shall be adhered too.
16. Loop roads along the northern side of the creek and along the road (traversing north/south) with the townhome frontage shall have side entry garages.
17. The eastern most amenity center (townhomes and single family) shall be completed by the issuance of the 150th Certificate of Occupancy.
18. Provide farm style fencing along the OLDRD property line to enhance street scape, for the townhome sections gates shall be added at the sidewalks for each unit. Provide farm style fencing in the enhanced landscaping areas along Cedar Lane. Fencing shall be of a low maintenance composite material. Provide typical with FMDP.
19. For the townhomes, utility meters shall be screened with a brick wall from public view.
20. The single family and townhome portion of this development shall be required to sprinkle throughout (to meet fire code) or install 5/8 Type X dry wall on the internal side of all exterior walls including attic space.
21. Proposed Hardie Plank/ Board and Batten must be fiber cement board, no vinyl permitted.
22. All entrances/ exits for the site must be well lit.
23. Lot coverage for the single family shall not exceed 45%.
24. Blasting Restrictions: blast reduced to 1 inch per second, certified letters to go out to residents within a 500 ft radius of the site boundary lines offering pre and post blasting inspections. The blasting monitoring company shall be directly contracted with the general contractor and not the blasting company.
25. For the single family/townhome portion of this development, there shall be a 10% cap on rental units. No one owner/entity shall own more than two (2) units within the development. Include this verbiage within the Covenants and Restrictions.

Public Works:

1. Request sewer availability.
2. For the Old Lebanon Dirt Road (OLDR) typical section:
 - a. On the south side of the median, provide 14 feet of asphalt, which will allow 16 feet from face of curb to face of curb.
 - b. Provide mountable curbs on each side of the median.
 - c. Provide 5-foot-wide traversable area such as grass pave on each edge of the median.
 - d. Provide a minimum 3-foot-wide grass strip between the curb and multi-use path to allow a furnishing zone for signs. Final grass strip width to be determined with FMDP.
 - e. Provide westbound left turn lanes at the site access points to OLDR
 - f. All improvements to Old Lebanon Dirt Road from Mt. Juliet Road to the easternmost intersection with Road C to be completed prior to the first Certificate of Occupancy of the development. The improvements to the east shall be completed by 50% buildout of the townhome and single-family section.
3. Cedar Drive as proposed is a one-way, northbound section. Final determination to be made by the Board of Commissioners and final typical section to be set at FMDP.
 - a. Shall be a right-in only access with curb delineation to prohibit wrong-way movements.
 - b. Include street light and flashing push-button pedestrian for pedestrian crossing on Cedar Drive between Valley Center and the Stoner Creek Greenway
 - c. Improvements to Cedar Drive shall be completed prior to any Certificate of Occupancies in the Commercial/Apartment section, or by 50% buildout of the townhome and single-family section, whichever comes first.
4. Alley typical section may be inverted and does not require 2.5-foot curb and gutter section. A mountable ribbon or rollover type curb is typical. Final typical section to be set at FMDP.
5. Provide a separate westbound left turn lane on Old Lebanon Dirt Road at N. Mt. Juliet Road.
 - a. Widen and provide minor reconstruction between site and added turn lane to provide at least 11-foot wide travel lanes with traversable shoulders.
 - b. For the offsite improvements, the developer will make all due diligence to acquire the necessary easements or right-of-way. If unsuccessful after 120 days of due diligence, the City of Mt. Juliet agrees to proceed with the public acquisition process in order to facilitate the attainment of said easements or right-of-way including, if necessary, the imminent domain process as the improvement in question is necessary to the health, safety, and welfare of the general public. The easements or right-of-way will be based on an appraisal and a review appraisal by state licensed appraisers and such appraisal will be shared with the City of Mt. Juliet. All expenses including easements, acquisition services, appraisals, etc. will be at the expense of the developer.
6. Consider providing parallel parking in the townhome area and near the amenity center.
7. Provide aeration for any wet stormwater ponds (if applicable). All ponds shall meet detain for a 100-year storm plus one foot of freeboard.
8. Developer agrees to cut an additional 4,000 cubic feet of volume from the floodplain as a result of the floodplain modification.

9. All roads within the single family and townhome section are to be public except Road A (alley). Total public road centerline length is approximately 11,900 feet.
- a. Variance to allow front-load garages on Access Streets only granted for Road B and Road F.

10. Off-Site Transportation Contribution:

- a. Developer agrees to a contribution of \$5,000 per residential unit.
- b. Developer receives a credit of \$3,450 toward the contribution as a result of the offsite work plus enhanced improvements to Old Lebanon Dirt Road in the area of the project based on preliminary engineering estimates.
- c. The remaining \$1,550 per residential unit to be allocated to improvements on E. Division Street. Estimated contribution to E. Division Street based on the proposed unit count is \$1,044,700 (674 units).

West Wilson Utility District:

1. Water lines shown are not WWUD's Design.

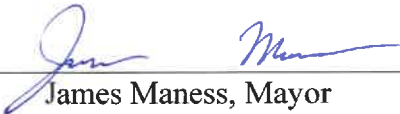
SECTION 3. – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on March 27, 2023 at 6:15 p.m.

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: 3/27/23

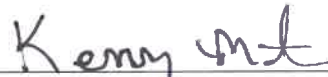

James Maness, Mayor

FIRST READING:

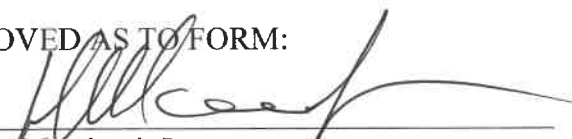
SECOND READING:

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 #: 1490
10.B.

Agenda Date: 8/10/2026

Agenda #:

Title:

AN ORDINANCE TO REZONE AND ADOPT A PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 115 OAKMONT DRIVE, APPROXIMATELY 10 ACRES, MAP 072, PARCELS 005.01 FROM RS-40 TO RS-20

ORDINANCE 2026 –

AN ORDINANCE TO REZONE AND ADOPT A PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 115 OAKMONT DRIVE, APPROXIMATELY 10 ACRES, MAP 072, PARCELS 005.01 FROM RS-40 TO RS-20

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 2026 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on April 16, 2026, and forwarded a positive recommendation (vote count 5-2-0) for approval to the Board of Commissioners; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the property at 115 Oakmont Drive, map 072, parcel 005.01 from RS-40 to RS-20 and adopt the preliminary master development plan; and

WHEREAS, Exhibit A, attached hereto and incorporated herein by reference as if fully set forth verbatim below, contains the legal description of the property to be rezoned and to which the preliminary master development plan applies; and

WHEREAS, Exhibit B, attached hereto, is a map depicting the geographic area to which the rezoning and the preliminary master development plan apply.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2026 as follows:

Section 1. REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning the certain parcel of real property at 115 Oakmont Drive, Map 072, Parcel 005.01 (as identified in Exhibit A) from RS-40 to RS-20.

Section 2. The preliminary master development plan for 115 Oakmont Drive, map 072, parcel 005.01 (as identified in Exhibit A), 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. Brick shall be clay baked and individually laid.
2. Stone shall be a natural product and individually laid.
3. Landscape buffers shall be in open space, not on individual lots, and shall be maintained by the HOA in perpetuity.
4. The cemetery access easement shall be located in open space and maintained by the HOA. Remove this easement from the residential lots.

ORDINANCE 2026 –

5. All detention/retention ponds shall be screened with vegetation. Wet ponds shall include lighted aeration.
6. Preserve as many trees as possible. Provide a tree survey for any vegetation to be used toward buffer requirements.
7. Provide covenants and restrictions to review, if applicable.
8. Provide decorative low maintenance fencing around the cemetery.
9. All fencing shall be low maintenance, decorative materials.
10. Poles and post shall be painted black. Channel posts are not permitted.
11. All requirements of 5-104.4 in the zoning ordinance shall be adhered to.
12. All requirements of 8-204.1 in the zoning ordinance shall be adhered to.
13. Should retaining walls be used, they shall be constructed of segmental block.
14. Identify all critical façade lots at final master development plan submittal.
15. A complete landscape plan will be required at final master development plan submittal.
16. Provide formalized elevations to include all materials and percentages at final master development plan submittal.

Engineering:

1. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
2. An approval letter from West Wilson Utility District is required prior to the issuance of the Land Disturbance Permit.
3. The Planning Commission recommended only utilizing gravity fed sewer for the development.
4. Request sewer availability prior to the second reading at the BOC. The site has two options for sewer routing/service. The routing shall be determined at FMDP submittal:
 - a. Connecting to gravity sewer going north to the Oakhall development while obtaining applicable easements. **This is the preferred route for staff.**
 - b. If topography prohibits connecting to the gravity sewer, the other option would be connecting to force main on Oakmont Dr and utilizing localized grinder systems. If this option is used, the City shall be supplied with redundant grinder systems for each lot proposed for future maintenance.
 - c. In either option, the public sewer (minus laterals) shall be within a 20' utility easement.
5. The following variances are Granted:
 - a. [Sub Reg 4.104.4] Variance for a cul-de-sac to exceed 700' (approximately 1530' existing, additional 756' proposed)
 - b. [Sub Reg 4.104.4] Variance to a cul-de-sac to exceed 25 units (14 existing, additional 16 proposed)
 - c. [Sub Reg 4.104.405 (b) (i)] Variance to allow a permanent dead-end within 150' of the boundary of the property.
6. All cul-de-sacs must comply with the requirements of the International Fire Code and the City's standard details.
7. Streets shall not stub.

ORDINANCE 2026 –

8. A 6' grass strip shall be installed along the cul-de-sac.
9. Road profiles will be required at FMDP. All roads shall comply with the standards included in the subdivision regulations unless variances are approved with the PMDP.
10. Front loaded homes are not permitted on streets classified as access streets or higher. Side or rear loaded homes are required.
11. In the event karst features are encountered during grading, a licensed geotechnical engineer shall document the feature, and the feature shall be located by a licensed surveyor. If the feature is to be remediated, the geotechnical engineer shall provide a remediation plan to the City for approval. Efforts will be made to minimize any remediated features within building envelopes.
12. Portions of Lots 103-105 & 207-209 are located within FEMA's Special Flood Hazard Area, Zone A. The City's Floodplain Administrator requests that the building envelopes be revised to be outside this flood zone. If the building envelopes remain in the FEMA Special Flood Hazard Area, all FEMA requirements must be met before a Land Disturbance Permit can be applied for and a Floodplain permit is obtained.
13. Consider consolidating Lots 203 and 204 to create a more viable lot.
14. Provide aeration if wet ponds are utilized.
15. The driveway to the cemetery shall match the City detail for a residential driveway.
16. Appropriate tapers shall be provided between the existing and the new sections of Oakmont Drive. The tapering shall occur within the existing ROW on Oakmont Drive.
17. Add note that all PUDE's listed outside of the ROW are not the responsibility of the City of Mt. Juliet to maintain.

WWUD:

1. Water lines shown are not WWUD's design.

Wilson County Schools:

1. No comments

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.

ORDINANCE 2026 –

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

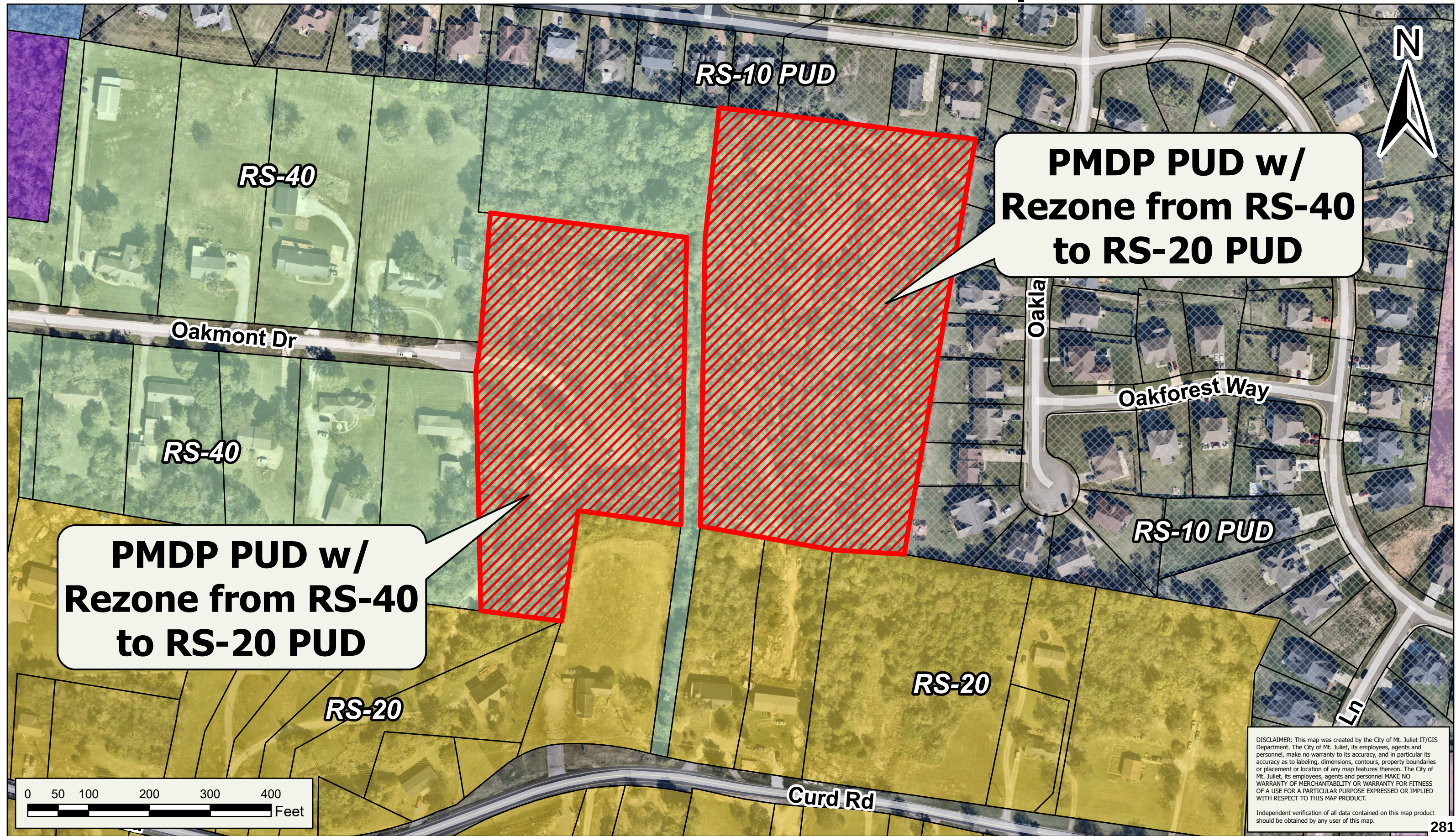
Exhibit A, Legal Description, 115 Oakmont Dr.

Being land described according to a survey by Robert Lee Spears, Surveyor, dated August 18, 1980, revised August 20, 1980, as follows: Beginning at a point on the Northerly right-of-way of Oakmont Drive, as appears on the subdivision plan of Oakmont Estates, Section 2, as of record in Plat Book 14, Page 177, Register's Office of Wilson County, Tennessee; thence, leaving said right-of-way and with said subdivision North 5° 24' 07" East, 215.02 feet to a point; thence leaving said subdivision the Southerly line of cemetery South 84° 01' 30" East, 424.50 feet to a point; thence with the Easterly line of the cemetery, North 6° 09' 30" East 215.19 feet to a point; thence leaving said cemetery with a property line fence South 84° 01' 30" East, 341.11 feet to a corner post; thence leaving said fence South 8° 24' 39" West, 689.52 feet to a point; thence North 82° 45' 42" West, 545.25 feet to an iron pin; thence with the Westerly line of the Church of Christ property, South 5° 01' 39" West, 187.53 feet to an iron pin; thence with the Northerly line of the Northern property, North 85° 17' 47" West 154.23 feet to an iron pin; thence with the Easterly line of Oakmont Estates, Section 2, North 0° 02' 05" West 389.59 feet to a point on the Southerly right-of-way of Oakmont Drive; thence crossing the end of said right-of-way North 8° 25' 47" East 50.20 feet to the point of beginning, containing 10.31 acres, more or less. This conveyance is subject to the right of way easement from the cemetery to Curd Road of record in Deed Book 172, Page 468, and Deed Book 148, Page 162, Register's Office for Wilson County, Tennessee. Being the same property conveyed to The Bates Family Partnership by quitclaim deed dated January 22, 2009, of record in Book 1334, Page 2421, Register's Office of Wilson County, Tennessee.



Exhibit B- PMDP PUD w/ Rezone

Mina Kheil Subdivision - 115 Oakmont Dr Map 072, Parcels 005.01





MEMORANDUM

Date: April 16, 2026

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: 115 Oakmont Drive
PMDP-PUD, Rezone
Map - 072
Parcel(s) –005.01

Request: Submitted by LI Smith and Associates on behalf of their client, owner Mina Kheil, the applicant requests a rezone and preliminary master development plan approval for a residential subdivision to be located at 115 Oakmont Drive, in District 3.

Overview: The subject property consists of approximately 10.32 acres, on the east side of North Mt. Juliet Road, and located just due south of the Oakhall/Timber Trail subdivision. The current zoning is RS-40. The requested zoning is RS-20 PUD, medium density single family residential. The proposal is for 15 single family residential lots, 2 open spaces and a proposed density of 1.56 upa. A summary is provided below.

REQUEST SUMMARY	Land Use Map Classification	Requested Classification	Current Zoning District	Requested Zoning District
115 Oakmont Drive	Medium Density Residential	N/A	RS-40	RS-20-PUD

Future Lane Use Plan: This property is located within the City limits. The City's future land use plan identifies this area as medium density residential. A land use amendment is not required.

Zoning: Current zoning is RS-40, low density residential. The request is for RS-20 PUD, medium density residential. The land use plan supports this request.

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

- 1. Is in 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 property is 10.32 acres on the east side of N. Mt. Juliet Road, just south of Oak Hall/Timber Trail subdivision. A minimum of 10 acres is required for establishment of a RS20 PUD. The site is mainly undeveloped land, except for a single-family residence located on the South west corner of the property which is included in this PUD. There is a cemetery and access easement located on the property, also. This plan was deferred by the Planning Commission in January 2026 to allow the applicant more time to address the cemetery and the lack of amenities as originally proposed.

5-103a Bulk Standards: The proposal is for 15 single family lots. Overall density is stated at 1.56 du/a, below the maximum permitted in RS-20 (2.2 u/a) and the average lot size is shown at 24,280.04 sf. Minimum lot size is 11,171.11. The setbacks are 30' f, 20' s, and 20' r.

Access: A cul-de-sac is being requested to be constructed to serve 29 total residential lots, (14 of which are already existing along Oakmont Drive. A waiver is being sought for the cul-de-sac due to the extended length. A second waiver is being proposed for a temporary stub street to allow for a temporary dead end of the access street at the property line. Driveway locations have not been specified.

5-104.4 Residential Design Guidelines: There are no waiver requests for the design guidelines, and no conceptual elevations have been provided as requested by staff. The applicant will have to adhere to the code, which includes 100% masonry, brick and/or stone. Full color elevations, with all elevation materials, shall be required at FMDP submittal. Decorative street lighting will be required throughout the subdivision per ordinance 2025-24.

Landscaping: The development area is subject to landscape buffers. Full landscape plan review will be required at FMDP submittal. Detention/retention ponds shall be screened with perimeter vegetation and landscape buffers shall be located in open space and maintained by the HOA.

Amenities: There are two open/green spaces being shown on the plan totaling 7.1% of the land area. 7% minimum is required. Proposed amenities include a playground and gazebo.

Other: A mail kiosk is provided with parking. It shall be covered and lit. A low maintenance, decorative fence will be required around the cemetery, and it shall be maintained by the HOA, if there is no active maintenance of these cemetery grounds. Staff requests that the access to the cemetery be located in open space and not on lots.

Waivers & Variances: The following are requested.

1. Permanent cul-de-sac street – to allow for a 2,370' cul-de-sac road to be constructed (1,614' is existing), to allow the cul-de-sac road to serve 28 total dwelling units, of which 14 single

family residences are already existing along Oakmont Drive. PUBLIC WORKS TO RECOMMEND

2. Temporary stub street – to allow for a temporary dead-end of the access street at the property line. PUBLIC WORKS TO RECOMMEND

Summary: This proposal is for a 15-lot single family infill RS-20 PUD at 115 Oakmont Drive. The rezone request is compliant with the City's land use plan recommendations, and the overall density is 1.56 units per acre, well below the maximum permitted of 2.2 units per acre. Average lot size is 24,280.04sf and the minimum lot size is 11,171.11sf, well above the minimum requirements. The requirements of the preliminary master development plan checklist have been met.

Recommendation: Staff recommends forwarding the rezone and preliminary master development plan for a single-family residential subdivision at 115 Oakmont Drive to the Board of Commissioners with a positive recommendation.

Planning and Zoning:

1. Brick shall be clay baked and individually laid.
2. Stone shall be a natural product and individually laid.
3. Landscape buffers shall be in open space, not on individual lots, and shall be maintained by the HOA in perpetuity.
4. The cemetery access easement shall be located in open space and maintained by the HOA. Remove this easement from the residential lots.
5. All detention/retention ponds shall be screened with vegetation. Wet ponds shall include lighted aeration.
6. Preserve as many trees as possible. Provide a tree survey for any vegetation to be used toward buffer requirements.
7. Provide covenants and restrictions to review, if applicable.
8. Provide decorative low maintenance fencing around the cemetery.
9. All fencing shall be low maintenance, decorative materials.
10. Poles and post shall be painted black. Channel posts are not permitted.
11. All requirements of 5-104.4 in the zoning ordinance shall be adhered to.
12. All requirements of 8-204.1 in the zoning ordinance shall be adhered to.
13. Should retaining walls be used, they shall be constructed of segmental block.
14. Identify all critical façade lots at final master development plan submittal.
15. A complete landscape plan will be required at final master development plan submittal.
16. Provide formalized elevations to include all materials and percentages at final master development plan submittal.

Engineering:

1. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
2. An approval letter from West Wilson Utility District is required prior to the issuance of the Land Disturbance Permit.
3. Request sewer availability prior to the second reading at the BOC. The site has two options for sewer routing/service. The routing shall be determined at FMDP submittal:

- a. Connecting to gravity sewer going north to the Oakhall development while obtaining applicable easements. **This is the preferred route for staff.**
 - b. If topography prohibits connecting to the gravity sewer, the other option would be connecting to force main on Oakmont Dr and utilizing localized grinder systems. If this option is used, the City shall be supplied with redundant grinder systems for each lot proposed for future maintenance.
 - c. In either option, the public sewer (minus laterals) shall be within a 20' utility easement.
4. The following variances are requested:
 - a. [Sub Reg 4.104.4] Variance for a cul-de-sac to exceed 700' (approximately 1530' existing, additional 756' proposed) **SUPPORTED**
 - b. [Sub Reg 4.104.4] Variance to a cul-de-sac to exceed 25 units (14 existing, additional 16 proposed) **SUPPORTED**
 - c. [Sub Reg 4.104.405 (a) (i)] Variance to allow a temporary dead-end of an access street at the property line **SUPPORTED**
 - d. [Sub Reg 4.104.405 (b) (i)] Variance to allow a permanent dead-end within 150' of the boundary of the property. **SUPPORTED**
5. All cul-de-sacs must comply with the requirements of the International Fire Code and the City's standard details.
6. A 6' grass strip shall be installed along the cul-de-sac.
7. Road profiles will be required at FMDP. All roads shall comply with the standards included in the subdivision regulations unless variances are approved with the PMDP.
8. Front loaded homes are not permitted on streets classified as access streets or higher. Side or rear loaded homes are required.
9. In the event karst features are encountered during grading, a licensed geotechnical engineer shall document the feature, and the feature shall be located by a licensed surveyor. If the feature is to be remediated, the geotechnical engineer shall provide a remediation plan to the City for approval. Efforts will be made to minimize any remediated features within building envelopes.
10. Portions of Lots 103-105 & 207-209 are located within FEMA's Special Flood Hazard Area, Zone A. The City's Floodplain Administrator requests that the building envelopes be revised to be outside this flood zone. If the building envelopes remain in the FEMA Special Flood Hazard Area, all FEMA requirements must be met before a Land Disturbance Permit can be applied for and a Floodplain permit is obtained.
11. Consider consolidating Lots 203 and 204 to create a more viable lot.
12. Provide aeration if wet ponds are utilized.

13. The driveway to the cemetery shall match the City detail for a residential driveway.
14. Appropriate tapers shall be provided between the existing and the new sections of Oakmont Drive. The tapering shall occur within the existing ROW on Oakmont Drive.
15. Add note that all PUDE's listed outside of the ROW are not the responsibility of the City of Mt. Juliet to maintain.

WWUD:

1. Water lines shown are not WWUD's design.

Wilson County Schools:

1. No comments



Mt. Juliet, Tennessee

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

Staff Report

File #: 1831
10.C.

Agenda Date: 8/10/2026

Agenda #:

Title:

AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 28, TRAFFIC AND VEHICLES, REGARDING U-TURNS AND TO AUTHORIZE THE CITY ENGINEER OR PUBLIC WORKS DIRECTOR TO DESIGNATE AND SIGN LOCATIONS WHERE U-TURNS ARE PROHIBITED

ORDINANCE 2026 –

AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 28, TRAFFIC AND VEHICLES, REGARDING U-TURNS AND TO AUTHORIZE THE CITY ENGINEER OR PUBLIC WORKS DIRECTOR TO DESIGNATE AND SIGN LOCATIONS WHERE U-TURNS ARE PROHIBITED

WHEREAS, the Board of Commissioners desires to amend Chapter 28, Article V, Section 28-131 of the City of Mt. Juliet Code of Ordinances relating to U-turns; and

WHEREAS, the amendment will change the circumstances under which U-turns are permitted and prohibited on streets within the City; and

WHEREAS, the Board of Commissioners further finds that authorizing the City Engineer or the Public Works Director to designate locations where U-turns are prohibited and to install or cause the installation of appropriate traffic control signs at those locations will promote the safe and efficient movement of traffic; and

WHEREAS, Chapter 28, Article V of the Code of Ordinances is desired to be amended as follows:

Chapter	Article	Section	Section Title	Action
28	V	28-131	U-turns	Amended

; and

WHEREAS, the specific amendments desired to be made are shown in redline form in the attached Exhibit A.

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

Section 1. The Code of Ordinances, Chapter 28, Article V, Section 28-131 is amended to read in its entirety as follows:

The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction, commonly referred to as a U-turn, upon any street unless such movement can be made safely and without interfering with other traffic, and no U-turn shall be made at any location where official traffic control signs prohibit such movement.

Section 2. The city engineer or public works director, in consultation with the Chief of Police, is hereby authorized to determine those locations within the city at which drivers of vehicles shall not make a U-turn and to direct the placement of appropriate signage at such locations. U-turns may be prohibited during certain hours of any day and permitted during other hours. Any time-based restriction shall be plainly indicated on the applicable signs, or the signs may be removed or covered during the hours when such turns are permitted.

ORDINANCE 2026 –

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Chapter 28 TRAFFIC AND VEHICLES

ARTICLE V. TURNING MOVEMENTS

Sec. 28-131. U-turns.

~~U-turns are prohibited.~~

The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction, commonly referred to as a U-turn, upon any street unless such movement can be made safely and without interfering with other traffic, and no U-turn shall be made at any location where official traffic control signs prohibit such movement.

(Code 1997, § 9-3-105; Ord. No. 74-9, § 2(5), 6-20-1974)