

# **Mt. Juliet, Tennessee**

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



## **Agenda - Final**

**Monday, March 9, 2026**

**6:30 PM**

**Commission Chambers**

**Board of Commissioners**

**Public Hearing 6:15 PM**

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

Public Hearing Notice - 3-9-2026

[1619](#)

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

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

**2. Set Agenda**

**3. Invocation & Pledge of Allegiance**

**4. Approval of Minutes**

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

[1621](#)

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

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

[1620](#)

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

**5. Citizens Comments**

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

**6. Commissioner Reports & Comments**

**7. City Manager's Report**

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

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

[1618](#)

**Sponsors:** James Maness, Mayor

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

**Legislative History**

2/23/26 Board of Commissioners

Approved for Second Reading to the Board of Commissioners

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

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

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

**Legislative History**

2/23/26 Board of Commissioners Approved for Second Reading to the Board of Commissioners

**9. New Business**

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

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

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

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

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

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

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

**Sponsors:** Planning Commission Positive Recommendation

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

**Legislative History**

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

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

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

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

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

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

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

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

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

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

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

**Sponsors:** Planning Commission Positive Recommendation

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

**Legislative History**

2/19/26 Planning Commission

\*\*Positive Recommendation to the Board of Commissioners

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

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

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

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

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

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

- 9.J.** A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH MENTAL HEALTH COOPERATIVE **1623**

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

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

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

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

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

**10. Adjournment**



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1619

**Agenda Date:** 3/9/2026

**Agenda #:**

---

**Title:**

Public Hearing Notice - 3-9-2026

## **Public Notice**

The Board of Commissioners of the City of Mt. Juliet will conduct a public hearing and consider the following on March 9, 2026, at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- An ordinance amending the fiscal year 2025/2026 Budget Ordinance 2025-35 to appropriate funds for debris removal/disposal and debris monitoring services from the January ice storm
- An ordinance amending the fiscal year 2025/2026 Budget Ordinance 2025-35 to accept grant funds from the State of Tennessee Department of Health and appropriate the funds for the Mt. Juliet Fire Department

The public is invited to attend and comment.



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1621

**Agenda Date:** 3/9/2026

**Agenda #:** 4.A.

---

**Title:**

Meeting Minutes to be Approved - Work Session - 2-23-2026

# **Mt. Juliet, Tennessee**

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



## **Meeting Minutes - Draft**

**Monday, February 23, 2026**

**5:15 PM**

**Work Session**

**Commission Chambers**

**Board of Commissioners**

## Work Session 5:15PM - 6:00PM - Mid Year Budget Review

Public Notice - Work Session - 2-23-2026

[1598](#)

**Attachments:** [Public Notice - Work Session - 2-23-2026](#)

### Citizens Comments

Citizens Comment Limited to three (3) minutes per person

Mayor Maness opened the floor for public comment. There were no comments received.

### 2. Presentations

#### 2.A. Mid Year Budget Review

Finance Director Dana Hire presented a mid-year review of the Fiscal Year 2025-2026 budget and answered questions from the Commission. Public Works Director Matt White also provided an update on FEMA reimbursements associated with the recent ice storm.

### 3. Adjournment

The work session adjourned at 6:00pm.

---

Mayor James Maness

---

Jennifer Hamblen, CMC, City Recorder



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1620

**Agenda Date:** 3/9/2026

**Agenda #:** 4.B.

---

**Title:**

Meeting Minutes to be Approved - 2-23-2026

# **Mt. Juliet, Tennessee**

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



## **Meeting Minutes - Draft**

**Monday, February 23, 2026**

**6:30 PM**

**Commission Chambers**

**Board of Commissioners**

**Public Hearing 6:15 PM**

Citizens Comments limited to three (3) minutes per person - Ordinance 2023-15  
Mayor Maness called the Public Hearing to order.

No public comments were received, and the Public Hearing was closed.

Public Hearing Notice - 2-23-2026

[1596](#)

**Attachments:** [Public Hearing Notice - 2-23-2026](#)

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

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

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

**2. Set Agenda**

Mayor Maness set the agenda by adding Item 8.P., "An Ordinance Amending the Fiscal Year 2025-2026 Budget Ordinance 2025-35 to Appropriate Funds for Debris Removal/Disposal and Debris Monitoring Services from the January Ice Storm." He also moved Items 10.A., 10.E., 10.F., 10.G., and 10.H. to the Consent Agenda, without objection.

**3. Invocation & Pledge of Allegiance**

Mayor Maness called upon City Manager Kenny Martin to lead the invocation and the Pledge of Allegiance.

**4. Approval of Minutes**

Mayor Maness advised that there were two sets of minutes for approval: the Work Session held on February 9 and the Regular Meeting held that same evening.

**4.A. Meeting Minutes to be Approved- 2-9-2026**

[1600](#)

**Attachments:** [Meeting Minutes to be Approved- 2-9-2026](#)

This Minutes were approved without objection.

**RESULT:** APPROVED

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

**4.B. Meeting Minutes to be Approved- Work Session- 2-9-26**

[1601](#)

**Attachments:** [Meeting Minutes to be Approved- Work Session- 2-9-26](#)

The Minutes were approved without objection.

**RESULT:** APPROVED

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

## 5. Citizens Comments

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

Sally Robertson, 423 Willis Pass, stated that she has been working on a story ride to promote small businesses and Mt. Juliet history titled Jingles Christmas Ride. She requested assistance with signage along the book ride route.

Robin Eakes, 51 E. Caldwell Drive, expressed appreciation to the City Commission and City staff for the assistance provided regarding a project located across from her residence. She also inquired as to why her Commissioner had abstained or not voted on certain items previously considered.

There being no further speakers, the Mayor closed the public comment period.

## 6. Commissioner Reports & Comments

Commissioner Giles thanked Tyler Chandler for coordinating with interested parties regarding the recent incident at the marina. He reminded everyone of the Walk Across America kickoff beginning February 28, noting it is a great family event and an opportunity to support local schools and various nonprofit organizations. He encouraged the community to participate.

Vice Mayor/Commissioner Trivett gave recognition to the State of the City event and thanked the Chamber for hosting. He reminded everyone of the March 6 uncoupling ceremony for the newly constructed Station 3 and reiterated that the City prioritizes public safety. He also thanked the Police Department for their proactive efforts and reminded residents to slow down while driving.

Commissioner Hefner thanked everyone for attending the meeting and expressed appreciation to Dana Hire for her Mid-Year Budget Review presentation. He also thanked the Mayor for an outstanding State of the City address and congratulated Team USA on their recent hockey gold medal win.

Commissioner Milele provided an update on Walk Across Wilson, noting that participation is not limited to walking but includes any form of physical activity. She also announced the upcoming Spay-ghetti Fundraiser for the Animal Shelter scheduled for Saturday and encouraged the community to purchase tickets in support of the shelter. She commended the Animal Shelter for its continued efforts.

## 7. City Manager's Report

City Manager Martin thanked the Mayor for a successful State of the City address and expressed appreciation to Rutland Place and the Chamber for hosting the event. He also thanked those who assisted in providing meals to families during the recent ice storms. He welcomed Tin Tin and Felicia from the State of Tennessee, who were in attendance visiting. He continued emphasizing the importance of supporting local businesses through the Shop Local initiative and noted its significance to the City's budget.

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

**8.A.** AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE V, SECTION 5-104.3, VARIABLE LOT RESIDENTIAL DEVELOPMENT [1493](#)

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Ordinance](#)  
[Exhibit A - Redline Zoning Regs - Variable Lots](#)  
[Staff Report](#)

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 2026-14

**8.B.** AN ORDINANCE TO REZONE PROPERTY LOCATED 13135 LEBANON ROAD, APPROXIMATELY 0.35 ACRES, MAP 53K, PARCEL 027.00 FROM RS-40, LOW DENSITY RESIDENTIAL TO CRC, COMMERCIAL RETAIL CENTER [1511](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 2026-15

**8.C.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT INSURANCE PROCEEDS AND APPROPRIATE FUNDS FOR A NEW POLICE K-9 [1577](#)

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

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

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 2026-15

**6235 Central Pike - Annexation and Rezone**

**8.D.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6325 CENTRAL PIKE MAP 097 PARCEL 014.01, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1602](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 13-2026

**8.E.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY ONE (1) ACRE OF PROPERTY AT 6325 CENTRAL PIKE, MAP 097, PARCEL 14.01, THE PROPERTY BEING LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY. [1517](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED  
**MOVER:** Bill Trivett  
**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
 Enactment No: 2026-17

**8.F.** A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_ RELATIVE TO THE ANNEXATION OF 6325 CENTRAL PIKE, MAP 097, PARCEL 14.01 [1603](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED  
**MOVER:** Bill Trivett  
**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
 Enactment No: 14-2026

**8.G.** AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6325 CENTRAL PIKE, APPROXIMATELY ONE (1) ACRE, MAP 097, PARCEL 14.01 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE [1518](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 2026-18

**6365 Central Pike - Annexation and Rezone**

**8.H.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6365 CENTRAL PIKE MAP 097 PARCEL 014.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1604](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 15-2026

8.I. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.92 ACRES OF PROPERTY AT 6365 CENTRAL PIKE, MAP 097, PARCEL 14.00, THE PROPERTY BEING LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY. [1519](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED  
**MOVER:** Bill Trivett  
**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
 Enactment No: 2026-19

8.J. A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_ RELATIVE TO THE ANNEXATION OF 6365 CENTRAL PIKE, MAP 097, PARCEL 14.00 [1605](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED  
**MOVER:** Bill Trivett  
**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
 Enactment No: 16-2026

**8.K.** AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6365 CENTRAL PIKE, APPROXIMATELY 0.92 ACRES, MAP 097, PARCEL 14.00 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE. [1520](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 2026-20

**6391 Central Pike - Annexation and Rezone**

**8.L.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6391 CENTRAL PIKE MAP 097 PARCEL 015.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1606](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 17-2026

**8.M.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 2 ACRES OF PROPERTY AT 6391 CENTRAL PIKE, MAP 097, PARCEL 15.00, THE PROPERTY BEING LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY. [1521](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
 Enactment No: 2026-21

**8.N.** A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_ RELATIVE TO THE ANNEXATION OF 6391 CENTRAL PIKE, MAP 097, PARCEL 15.00 [1607](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
 Enactment No: 18-2026

**8.O.** AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6391 CENTRAL PIKE, APPROXIMATELY 2 ACRES, MAP 097, PARCEL 15.00 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE [1523](#)

**Sponsors:** Planning Commission Positive Recommendation

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

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 2026-22

**Added to the Consent Agenda**

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

**Sponsors:** James Maness, Mayor

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

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

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Hefner, that this Ordinance be Approved for Second Reading to the Board of Commissioners, on meeting date of 3/9/2026. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

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

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

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

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

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

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Hefner, that this Ordinance be Approved for Second Reading to the Board of Commissioners, on meeting date of 3/9/2026. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

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

**10.E.** A RESOLUTION TO APPROVE AN ADDENDUM TO THE SERVICE AGREEMENT WITH AMBULANCE MEDICAL BILLING (AMB) FOR BILLING SERVICES RENDERED BY THE MT. JULIET FIRE DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT [1608](#)

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

**Attachments:** [Resolution](#)  
[Addendum to Service Agreement](#)

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 23-2026

**10.F.** A RESOLUTION TO RATIFY AND CONFIRM APPROVAL OF THE AGREEMENT WITH PIPEWORKS PLUS FOR EMERGENCY SEWER REPAIR SERVICES [1609](#)

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

**Attachments:** [Resolution](#)  
[Exhibit A - Agreement](#)

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 24-2026

**10.G.** A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE TOWN CENTER TRAIL, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT [1610](#)

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

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

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 25-2026

- 10.H.** A RESOLUTION AUTHORIZING THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 2397 N. MT. JULIET ROAD TO BECKWITH SOAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT

[1612](#)

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

**Attachments:** [Resolution](#)  
[Exhibit A - Lease Agreement](#)

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

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 26-2026

## 9. Unfinished Business

- 9.A.** AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE VIII, OVERLAY DISTRICTS, SECTION 8-207.5, OPEN SPACE REQUIREMENTS

[1494](#)

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Ordinance](#)  
[Exhibit A - Redline Zoning Regs - Open Space](#)  
[Staff Report](#)

### First Amendment to the Ordinance:

Commissioner Milele made a motion to amend the required open space from 15% to 12%. Commissioner Hefner seconded the amendment. The amendment carried, with Mayor Maness and Vice Mayor/Commissioner Trivett voting nay.

The Board then returned to consideration of the Ordinance, as amended.

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Scott Hefner

**SECONDER:** Bill Trivett

Enactment No: 2026-23

- 9.B.** AN ORDINANCE AMENDING PART B OF THE LAND DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE IX, SECTION 9-106, ACCESS MANAGEMENT [1451](#)

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

**Attachments:** [Ordinance](#)  
[Redline Zoning Regs – Access](#)  
[Redline Zoning Regs – Access \(w/ PC's recommendations\)](#)

First Amendment to the Ordinance:

Commissioner Milele made a motion to amend the ordinance to adopt the three items recommended by the Planning Commission, as outlined on page 128 of the agenda packet. Commissioner Giles seconded the amendment. The amendment passed unanimously.

The Board then returned to consideration of the Ordinance, as amended.

This Ordinance was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 2026-24

### **3971 Beckwith Road - Annexation and Rezone**

- 9.C.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE KEELEAN PROPERTY, LOCATED AT 3971 BECKWITH ROAD MAP 078 PARCEL 021.06, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1528](#)

**Sponsors:** Planning Commission Positive Recommendation

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

Mayor Maness requested that Items 9.C., 9.D., 9.E., and 9.F. be considered together. There was no objection.

After discussion, this Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**Nay:** Vice Mayor/Commissioner Trivett  
Enactment No: 19-2026

**9.D.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 5.21 ACRES OF PROPERTY AT 3971 BECKWITH ROAD MAP 078, PARCEL 021.06, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. [1446](#)

**Sponsors:** Planning Commission Positive Recommendation

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

After discussion, this Ordinance was adopted as recorded in the following vote:

**RESULT:** ADOPTED  
**MOVER:** Jennifer Milele  
**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**Nay:** Vice Mayor/Commissioner Trivett  
Enactment No: 2026-25

**9.E.** A RESOLUTION IN MEMORANDUM OF ORDINANCE 2026-26 RELATIVE TO THE ANNEXATION OF 3971 BECKWITH ROAD MAP 078 PARCEL 021.06 [1529](#)

**Sponsors:** Planning Commission Positive Recommendation

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

After discussion, this Resolution was adopted as recorded in the following vote:

**RESULT:** ADOPTED  
**MOVER:** Jennifer Milele  
**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**Nay:** Vice Mayor/Commissioner Trivett  
Enactment No: 20-2026

**9.F.** AN ORDINANCE TO REZONE PROPERTY LOCATED AT 3971 BECKWITH ROAD, APPROXIMATELY 5.21 ACRES, MAP 078, PARCEL 021.06 FROM WILSON COUNTY R-1 TO CI, INTERCHANGE COMMERCIAL [1447](#)

**Sponsors:** Planning Commission Positive Recommendation

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

After discussion, this Ordinance was adopted as recorded in the following vote:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**Nay:** Vice Mayor/Commissioner Trivett  
 Enactment No: 2026-26

**10. New Business**

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

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

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

No action taken due to lack of second.

**MOVER:** Jennifer Milele

**10.C.** A RESOLUTION APPROVING ATTACHMENT TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CDM SMITH, INC. FOR TASK ORDER NO. 4 AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT [1582](#)

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

**Attachments:** [Resolution](#)  
[Executive Summary](#)  
[Task Order 4 City of Mt. Juliet Master Agreement](#)  
[Exhibit A to the Master Agreement](#)

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED  
**MOVER:** Scott Hefner  
**SECONDER:** Jennifer Milele

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 21-2026

**10.D.** A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION [1585](#)

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

**Attachments:** [Resolution](#)  
[Executive Summary - Furniture](#)  
[Executive Summary - Vehicles](#)

Mayor Maness noted minor changes to the Ordinance as distributed prior to the meeting. The revised Ordinance was considered without objection. Discussion ensued.

This Resolution was adopted as recorded in the vote below:

**RESULT:** ADOPTED AS AMENDED  
**MOVER:** Scott Hefner  
**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 22-2026

**11. Adjournment**

Mayor Maness adjourned the meeting at 7:11pm.

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

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1618

**Agenda Date:** 3/9/2026

**Agenda #:** 8.A.

---

**Title:**

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR DEBRIS REMOVAL/DISPOSAL AND DEBRIS MONITORING SERVICES FROM THE JANUARY ICE STORM

**ORDINANCE 2026 –**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR DEBRIS REMOVAL/DISPOSAL AND DEBRIS MONITORING SERVICES FROM THE JANUARY ICE STORM**

**WHEREAS**, the City of Mt. Juliet seeks to expediently remove and dispose of storm debris as a result of the recent ice storm; and

**WHEREAS**, FEMA has declared the areas affected by the ice storm to be a major disaster area, making items such as debris removal and monitoring services eligible for reimbursement from FEMA; and

**WHEREAS**, the City of Mt. Juliet has previously procured services of a company specializing in debris clearance, removal, and disposal and a company specializing in monitoring for emergency and on call purposes; and

**WHEREAS**, the City estimates the cost of the debris removal and monitoring to be \$300,000.

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

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

**General Fund**

**Increase the Following Expenditures:**

110-43110-999	Tornado Debris Cleanup & Monitoring	\$ 250,000
---------------	-------------------------------------	------------

**Decrease in the Following Reserves:**

110-27100	Fund Balance	\$ 250,000
-----------	--------------	------------

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

**BE IT FURTHER ORDAINED**

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

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

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

**ORDINANCE 2026 –**

PASSED:

FIRST READING: February 23, 2026

SECOND READING:

---

James Maness, Mayor

---

Kenny Martin, City Manager

ATTEST:

---

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

---

Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1611

**Agenda Date:** 3/9/2026

**Agenda #:** 8.B.

---

**Title:**

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT GRANT FUNDS FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND APPROPRIATE THE FUNDS FOR THE MT JULIET FIRE DEPARTMENT

**ORDINANCE 2026 –**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT GRANT FUNDS FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND APPROPRIATE THE FUNDS FOR THE MT JULIET FIRE DEPARTMENT**

**WHEREAS**, the City of Mt. Juliet’s Fire Department has been awarded grant funds from the Tennessee Department of Health; and

**WHEREAS**, the funds awarded total \$30,303.03; and

**WHEREAS**, the EMS division will use the funds to upgrade existing resuscitation equipment; and

**WHEREAS**, the EMS division requests that funds for communication equipment be reappropriated to the machinery and equipment line to assist in the upgrade; and;

**WHEREAS**, no new funds need to be appropriated at this time; and

**WHEREAS**, the division requests the Board of Commissioners approve the reappropriation and accept and appropriate the grant funds.

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

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

Increase the following revenues

110 -33468	TN Dept of Health Grant Funds	\$30,303.03
------------	-------------------------------	-------------

Increase the following expenditures

110-42250-940	Machinery and Equipment	\$110,303.03
---------------	-------------------------	--------------

Decrease the following expenditures

110-42250-945	Communication Equipment	\$80,000.00
---------------	-------------------------	-------------

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

**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: February 23, 2026

SECOND READING:

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



## ENDOWMENT GRANT CONTRACT

<b>Begin Date</b> July 1, 2025	<b>End Date</b> June 30, 2026	<b>Agency Tracking #</b> 34307-43826	<b>Edison ID</b>		
<b>Public Chapter</b> 530	<b>Bill #</b> 1409	<b>Section</b> 61	<b>Item</b> 19		
<b>Grantee Legal Entity Name</b> City of Mount Juliet (Fire Department)			<b>Edison Vendor ID</b> 2553		
<b>Service Caption</b> (one line only) Provide funding for essential purchases to licensed ambulance services in Tennessee per HB1409. (DGA 88889)					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2026	\$30,303.03				\$30,303.03
<b>TOTAL:</b>	<b>\$30,303.03</b>				<b>\$30,303.03</b>
<b>Ownership/Control</b>					
<input type="checkbox"/> African American		<input type="checkbox"/> Asian		<input type="checkbox"/> Hispanic	
<input type="checkbox"/> Person w/Disability		<input type="checkbox"/> Small Business		<input type="checkbox"/> Government	
<input checked="" type="checkbox"/> Other: For Profit Corporation		<input type="checkbox"/> Native American		<input type="checkbox"/> Female	
<input type="checkbox"/> NOT Minority/Disadvantaged					
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive selection		Request for Application (RFA) #34307-32726 was completed.			
<input type="checkbox"/> Non-competitive selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i style="font-size: 1.2em;">Eric Bucholz</i>				<i>CPO USE - EG</i>	
<b>Speed Chart</b> (optional) HL00019216		<b>Account Code</b> (optional) 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
CITY OF MOUNT JULIET  
(FIRE DEPARTMENT) License # 10329**

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Mount Juliet (Fire Department), hereinafter referred to as the "Grantee," is for the provision of to provide funding for essential purchases to licensed ambulance services in Tennessee per HB1409, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a For-Profit Corporation  
Grantee Place of Incorporation or Organization: Tennessee  
Grantee Edison Vendor ID # 2553

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "Ambulance service" means the principal use of any privately or publicly owned ambulance for the transportation of injured or infirm persons.
- A.3. Service Goals. Pursuant to an amendment to the budget for TN Legislative House Bill 1409 for fiscal year 2025-2026 a competitive grant program was approved to support licensed ambulance services within the state to provide funding for essential purchases.
- A.4. Service Recipients. The ultimate service recipients of this Grant Contract are the general population of this State as needed in an emergency.
- A.5. Service Description. The Grantee shall:
- a. Hold a current ambulance service license in the State of Tennessee;
- b. A current Edison Vendor ID number; and
- c. Submitted an application (Attachment 1) that was awarded with this grant contract.
- A.6. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the equipment being purchased under this Grant Contract.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;

- c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.
- A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Thousand Three Hundred Three Dollars and Three Cents (\$30,303.03) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
- a. A Grantee completed and signed State provided "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brandon Ward, Director  
 Department of Health  
 Office of Emergency Medical Services  
 665 Mainstream Drive, First Floor  
 Nashville, TN 37243  
 Email: brandon.ward@tn.gov  
 Telephone: (615) 741-4521  
 Fax: (615) 741-4217

The Grantee:

Eric Newman, EMS Chief  
 City of Mount Juliet (Fire Department)  
 PO Box 256  
 Mount Juliet, TN 37122  
 Email: enewman@mtjuliet-tn.gov  
 Telephone # 615-626-8802

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee."

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes

and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an Attachment 2 to the Grant Contract.

- D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in

actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.25. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.26. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

**IN WITNESS WHEREOF,**

**City of Mount Juliet (Fire Department) License # 10329**

---

**GRANTEE SIGNATURE**

**DATE**

**Eric Newman, EMS Chief**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

---

**DR. JOHN R. DUNN, INTERIM COMMISSIONER**

**DATE**

## RFA #34307-32726 Essential Purchases for Ambulance Services in TN

Response ID:268 Data

## 1. Applicant Information

---

### 1. Contact Information

**First Name**

Eric

**Last Name**

Newman

**Title**

EMS Chief

**Ambulance Service Name**

Fire Department City of Mt. Juliet

**Street Address**

115 Clemmons Road

**Apt/Suite/Office****City**

Mt. Juliet

**State**

TN

**Zip**

37122

**Country****Email Address**

enewman@mtjuliet-tn.gov

**Phone Number**

615-773-9839

**Fax Number****Mobile Phone**

615-626-8802

**URL**

## 2. Application

---

2. Are you a Licensed Ambulance Service in Tennessee? If No, you are not eligible for this funding.

YES

3. If Yes, what is the license number?

10329

4. Do you have an Edison Vendor ID #?

YES

5. If Yes, what is the Edison Vendor ID #:

2553

If No, to register with the State of Tennessee, please [click here](#), and then click "Supplier Portal Home Page" button. Please note that a contract cannot be processed until there is a valid Edison Vendor ID #.

6. Please complete and submit the Competitive Requirements. If you are not a 501(c)3, please put NA for the Board of Directors.

[Completed\\_Competitive\\_Requirements.pdf](#)

7. Do you take any exceptions to State contract language?

No

If yes, please upload a document with those details.

8. THIS FUNDING IS FOR ANY ESSENTIAL PURCHASES DATED JULY 1, 2025 THROUGH JUNE 30, 2026.

Please sign in the box.



Signature of: Eric Newman, EMS Chief

3. Thank You!

New Send Email

Oct 14, 2025 16:24:15 Success: Email Sent to: Competitive.Health@tn.gov

New Send Email

Oct 14, 2025 16:24:15 Success: Email Sent to: enewman@mtjuliet-tn.gov



CR 03/15/2022

### COMPETITIVE REQUIREMENTS

1. Registered as a tax-exempt organization with the IRS. The status will be verified using the following link: <https://www.irs.gov/charities-non-profits/tax-exempt-organization-search>
- Are you registered? Yes  No
2. Please provide Federal Employer Identification Number (EIN). This number will be verified using the search function in the above link.
- EIN Number: 62-0909621
3. Every charitable organization, excluding religious or educational institutions, that solicits monetary contributions (including grants) is required to register with the Tennessee Secretary of State's office. This will be verified using the following link: <https://tnsos.org/charitable/CharitableOrgReports.php>
- Are you registered? Yes  No
- If "No", are you claiming an exemption under T.C.A. § 48-101-502? If so, please provide evidence that you have filed your exemption with the Secretary of State.
4. Please submit the names of current board members, executive director, as well as the number of vacancies on the board (minimum of 5 board seats). How long have the vacancies existed?
- Executive Director: James Maness, Mayor Vacant: Yes  How Long \_\_\_\_\_
- Board Member: Bill Trivett, Vice Mayor Vacant: Yes  How Long \_\_\_\_\_
- Board Member: Art Giles Vacant: Yes  How Long \_\_\_\_\_
- Board Member: Scott Hefner Vacant: Yes  How Long \_\_\_\_\_
- Board Member: Jennifer Milele Vacant: Yes  How Long \_\_\_\_\_
- Board Member: \_\_\_\_\_ Vacant: Yes  How Long \_\_\_\_\_
- Board Member: \_\_\_\_\_ Vacant: Yes  How Long \_\_\_\_\_
5. Are any board members related by blood or marriage? Yes  No
6. Are any members of the agency/organization State employees? Yes  No
- If yes, please list the names and the department they are employed with:
- Name: \_\_\_\_\_ Department: \_\_\_\_\_



CR 03/15/2022

Name: Eric Newman, EMS Chief Department: Mt. Juliet FD

SIGNATURE:  EMS CHIEF

**Annual (Final) Report\***

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

---

**Submit one copy to:**

**Brandon Ward, Director, Office of Emergency Medical Services, TN Department of Health;**

**Dr. John R. Dunn, Interim Commissioner, TN Department of Health; and**

**[Policy2013\\_007.AMO.Health@tn.gov](mailto:Policy2013_007.AMO.Health@tn.gov) – TN Department of Finance and Administration**



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1573

**Agenda Date:** 3/9/2026

**Agenda #:** 9.A.

---

**Title:**

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

**ORDINANCE 2026 –**

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

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

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

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

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

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

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

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

; and

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

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

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

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

**ORDINANCE 2026 –**

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

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

**BE IT FURTHER ORDAINED**

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

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

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

PASSED:

FIRST READING:

SECOND READING:

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Mt. Juliet Parks & Recreation Fee Schedule

### Parks Facilities Rental Fees

MRA- Meeting Room "A"	<p style="text-align: center;">All meeting rooms are available at an hourly rate:  <u>City/County Resident: \$35.00</u>  <u>Non-County Resident: \$55.00</u></p> <p style="text-align: center;">25% discount for Non-Profits, City Employees, Military, &amp; First Responders</p>
MRB- Meeting Room "B"	<p style="text-align: center;">All meeting rooms are available at an hourly rate:  <u>City/County Resident: \$35.00</u>  <u>Non-County Resident: \$55.00</u></p> <p style="text-align: center;">25% discount for Non-Profits, City Employees, Military, &amp; First Responders</p>
Teen Room/Game Room (MRA- Meeting Room "A")	<p style="text-align: center;">Refundable Damage/Cleanup Deposit- \$500  <u>City/County Resident: \$50 per hour</u>  <u>Non-County Resident: \$75 per hour</u></p> <p style="text-align: center;">25% discount for Non-Profits, City Employees, Military, &amp; First Responders</p>
Activity Center Room 1	<p style="text-align: center;">All meeting rooms are available at an hourly rate:  <u>City/County Resident: \$35.00</u>  <u>Non-County Resident: \$55.00</u></p> <p style="text-align: center;">25% discount for Non-Profits, City Employees, Military, &amp; First Responders</p>
Activity Center Room 2	<p style="text-align: center;">All meeting rooms are available at an hourly rate:  <u>City/County Resident: \$35.00</u>  <u>Non-County Resident: \$55.00</u></p> <p style="text-align: center;">25% discount for Non-Profits, City Employees, Military, &amp; First Responders</p>
Activity Center Room 3	<p style="text-align: center;">All meeting rooms are available at an hourly rate:  <u>City/County Resident: \$35.00</u>  <u>Non-County Resident: \$55.00</u></p> <p style="text-align: center;">25% discount for Non-Profits, City Employees, Military, &amp; First Responders</p>

<p>Activity Center Room 4</p>	<p>All meeting rooms are available at an hourly rate:  <u>City/County Resident: \$35.00</u>  <u>Non-County Resident: \$55.00</u></p> <p>25% discount for Non-Profits, City Employees, Military, &amp; First Responders</p>
<p>Gymnasium</p>	<p>Refundable Damage Deposit: \$500.00 (for event/craft fairs)  Sales Permit: Each vendor selling at the event requires an occasional sales permit for \$10.00  Mat Fee: \$100.00</p> <p>Gymnasium Rental Rates (Hourly):  <u>City/County Resident: \$85.00</u>  <u>Non-County Resident: \$125.00</u></p> <p><u>Discounts:</u>  25% discount for Non-Profits, City Employees, Military, and First Responders</p>
<p>MJCC (All Facilities)</p>	<p>Refundable Damage Deposit: \$500.00 (for event/craft fairs)  Sales Permit: Each vendor selling at the event requires an occasional sales permit for \$10.00  Mat Fee: \$100.00</p> <p>MJCC All Facilities Rental Rates (Hourly):  <u>City/County Resident: \$175.00</u>  <u>Non-County Resident: \$260.00</u></p> <p><u>Discounts:</u>  25% discount for Non-Profits, City Employees, Military, and First Responders</p>
<p>Amphitheater</p>	<p>Refundable Damage Deposit Amount: \$500.00 (applicable for event/craft fairs)</p> <p>Sales Permit: Every vendor participating in the event must obtain an occasional sales permit, which costs \$10.00.  Amphitheater Rental Rates (4-Hour Blocks)  Available time slots: 8 AM-12 PM, 12 PM-4 PM, or 4 PM-8 PM</p> <p><u>City/County Resident:</u>  (4 hours) \$100.00  (8 hours) \$200.00  (12 hours) \$300.00</p> <p><u>Non-County Resident:</u>  (4 hours) \$150.00  (8 hours) \$300.00  (12 hours) \$450.00</p>

	<p style="text-align: center;"><u>Discounts</u> A 25% discount is offered for: Non-Profits City Employees Military Personnel First Responders</p>
<p>CDP Event Area (P3, P4, P5, &amp; Amphitheater)</p>	<p>Refundable Damage Deposit Amount: \$500.00 (applicable for event/craft fairs) Sales Permit: Every vendor participating in the event must obtain an occasional sales permit, which costs \$10.00. Special Event Area Rental Rates (4-Hour Blocks) include Pavilion 3, Pavilion 4, Pavilion 5, and Amphitheater Available time slots: 8 AM-12 PM, 12 PM-4 PM, or 4 PM-8 PM</p> <p style="text-align: center;"><u>City/County Resident:</u> (4 hours) \$250.00 (8 hours) \$500.00 (12 hours) \$750.00</p> <p style="text-align: center;"><u>Non-County Resident:</u> (4 hours) \$375.00 (8 hours) \$750.00 (12 hours) \$1,125.00</p> <p style="text-align: center;"><u>Discounts</u> A 25% discount is offered for: Non-Profits City Employees Military Personnel First Responders</p>
<p>Pavilions</p>	<p style="text-align: center;">Pavilion Rental Rates (4-Hour Blocks) Available time slots: 8 AM-12 PM, 12 PM-4 PM, or 4 PM-8 PM</p> <p style="text-align: center;"><u>City/County Resident:</u> (4 hours) \$40.00 (8 hours) \$80.00 (12 hours) \$120.00</p> <p style="text-align: center;"><u>Non-County Resident:</u> (4 hours) \$60.00 (8 hours) \$120.00 (12 hours) \$180.00</p>

	<p style="text-align: center;"><u>Discounts</u>                  A 25% discount is offered for:                  Non-Profits                  City Employees                  Military Personnel                  First Responders</p>
Ava's Splash Pad	<p>Ava's Splash Pad (6 pm-7:30 pm) Tables available (5:00-8:00 pm)                  Refunds will be issued in a matter of 30-minute increments.</p> <p style="text-align: center;"><u>City/County Resident: \$200.00</u>  <u>Non-County Resident: \$300.00</u></p>
5K Run/Walk	<p>All reservations for the 5K Run/Walk will grant access to the front parking lot located in front of the Mt. Juliet Community Center.</p> <p style="text-align: center;"><u>City/County Residents: \$75.00</u>  <u>Non-County Residents: \$110.00</u></p>
Hamilton-Denson Fields	<p style="text-align: center;"><u>Youth Athletic Program Practice Fee: \$10.00 per hour per field</u>  <u>City/County Resident: \$20.00 per hour per field</u>  <u>Non-County Resident: \$30.00 per hour per field</u></p>

All 501c3 must show proof before the reservation is complete; they will have to either come in or call to get the non-profit price.

MRC – Meeting Room “C”

Hibbett Hall Train Museum

Meeting Room C is no longer available to rent; it is now the Hibbett Hall Train Museum

Gazebo

The Gazebo will no longer be available to rent.

**Program/ Classes Fees-**

Instructors have the choice to either hold donation-based classes, where their fee goes to the Community Center, or they can opt to cover the room rental fee for their class.

**Memberships Fees**

Wilson County Residents & Members ONLY

Memberships will now be structured according to the fiscal year rather than the calendar year.

Membership rates will no longer be prorated.

Option One:

-Registration Fee + Required Daily Fee of \$2.00

- Registration Fee is \$20.00

This registration is per person.

Option Two:

- Annual Fee of \$100.00 covers one person. Any additional family member added is an additional \$15.00 per person
- \*Hardship cases for 15 & under. Please see Parks Staff for details\*
- All Hardship cases need to provide some type of proof of any assistance.

DRAFT

**ARTICLE IV. PARKS AND RECREATION AREAS**

**DIVISION 4. PARKS RULES AND REGULATIONS**

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

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

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

EXHIBIT B

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

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

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1583

**Agenda Date:** 3/9/2026

**Agenda #:** 9.B.

---

**Title:**

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

**ORDINANCE 2026 –**

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

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

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

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

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

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

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

; and

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

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

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

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

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

**ORDINANCE 2026 –**

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

**BE IT FURTHER ORDAINED**

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

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

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

PASSED:

FIRST READING:

SECOND READING:

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

Mt. Juliet Fire Department Fee Schedule

Automatic Sprinkler Systems

Commercial Occupancies	\$1.00 Per Sprinkler Head – Minimum Fee \$250.00
One and Two Family Dwellings (includes Townhomes)	\$75 per dwelling unit
*Includes all related components including riser and all inspections.	

Other Fire Suppression Systems

Cooking/Kitchen Suppression Systems (hoods, etc.)	\$100.00
Engineered Systems (CO2, Halon, wet and dry chemicals)	\$100.00
Fire Lines	\$350.00
Fire Pump and related equipment	\$100.00
Standpipe System	\$100.00

Fire Alarm and Detection Systems

Fire Alarm / Detection System	\$.02 per sq. ft. minimum \$100.00
Fire Alarm Acceptance Test	\$100.00
Non-flammable medical gas systems	\$100.00

Other Fire / Event Permits

Commercial Open Burn	\$100.00
EV-Charging Stations	\$100.00
Fireworks Show Commercial Grade Fireworks	\$250.00
Fireworks Show Consumer Grade Fireworks	\$ 50.00
Temporary Membrane Structures / Tents	\$1.00 per sq. ft. minimum \$1,500.00
(*\$750.00 refundable clean-up deposit required for all temporary membrane structures/tents. Site clean-up required within 48 hours of cease of operations/permit expiration. Tent removal required within 10 calendar days of cease of operations/permit expiration.)	

Re-Inspections

First	No-charge
Second	\$150.00
Third	\$150.00
Fourth	\$150.00

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

After business hours / weekend inspections	\$250.00
--	----------

Mt. Juliet Fire Department  
Annual Operational Permits and Fees

Apartments, Hotels, Dormitories

1-10 Units	\$50.00
11-25 Units	\$100.00
26-50 Units	\$150.00
51-100 Units	\$200.00
101-200 Units	\$250.00
201-300 Units	\$300.00
301-400 Units	\$350.00
401 Units +	\$400.00

Assembly

50,000-100,000 sq. ft.	\$100.00
100,001-150,000 sq. ft.	\$150.00
150,001-200,000 sq. ft.	\$200.00
200,001 +	\$250.00

Hazardous Facility

0 – 5,000 sq. ft.	\$100.00
5,001-10,000	\$150.00
10,001-50,000	\$200.00
50,001-100,000	\$250.00
100,001-150,000	\$300.00
150,001-200,000	\$350.00
200,001 +	\$400.00

High-Rise (4-story and taller)

20,001-50,000	\$150.00
50,001-100,000	\$200.00
100,001-150,000	\$250.00
150,001-200,000	\$300.00
200,001 +	\$350.00

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

20,001-50,000	\$100.00
50,001-100,000	\$150.00
100,001-150,000	\$200.00
150,001-200,000	\$250.00
200,001 +	\$300.00

Re-Inspections / Special Inspections

First	No Charge
Second	\$100.00
Third	\$100.00
Fourth	\$100.00

\*Citations will be administered for non-compliance following fourth re-inspection.  
After business hours / weekend inspections \$250.00

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

### ARTICLE I. IN GENERAL

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

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

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

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

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

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

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

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

(Ord. No. 2025-19, § 3, 5-12-2025)

#### **Secs. 12-4. Fees.**

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

---

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1599

**Agenda Date:** 3/9/2026

**Agenda #:** 9.C.

---

**Title:**

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

**ORDINANCE 2026 –**

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

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

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

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

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

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

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

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

; and

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

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

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

**ORDINANCE 2026 –**

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

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

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

**BE IT FURTHER ORDAINED**

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

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

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

PASSED:

FIRST READING:

SECOND READING:

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Planning and Zoning Development Application Fee Schedule

*Unless otherwise noted, all fees listed cover processing through the Planning Commission and Board of Commissioners (as required).*

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

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

- I. **Annexation** - \$1,000 per application
- II. **Land Use Map Amendment** - \$1,000 per application
- III. **Text Amendment (Land Development Code, Subdivision Regs.)** - \$400
- IV. **Rezone**
  - a. Rezone (Non-PUD)  
\$1,000 per application
  - b. Preliminary Master Development plan approval (PUD)  
\$1000 - up to 5 acres  
\$2,000 - 5.01-20 acres  
\$3,000 - 20.01+ acres
  - c. Final Master Development Plan (PUD)  
\$500 – up to 5 acres  
\$750 – 5.01- 50 acres  
\$1000 – 50.01+ acres
- V. **PUD Amendments**
  - a. Amendment – Approved preliminary or final master development plan
  - b. \$1,000
  - c. Minor site modification  
\$375
- VI. **Site Plans (Master & Site Development Plans)**
  - a. Site plan approval  
\$1,000 - up to 3 acres  
\$2,000 – 3.01-20 acres  
\$3,000 – 20.01+ acres

- b. Site plan modification/accessory buildings/additions/expansions (PC/adm)  
\$375
- c. Landscape plan review: These fees are included in plan review fees

VII. **Board of Zoning Appeals**

- a. Administrative appeal  
\$500 (Public Notice & Meeting)
- b. Conditional use permit  
\$500 (Public Notice & Meeting)
- c. Variance  
\$500 (Public Notice & Meeting)

VIII. **Subdivisions**

- a. Concept plan  
\$250
- b. Concept plan modification  
\$125
- c. Preliminary plat  
\$1000 – up to 50 lots  
\$2500 – 51 or more lots
- d. Preliminary plat modification
- e. \$500 – up to 50 lots
- f. \$1250 – 51 or more lots
- g. Final plat  
\$500 up to 25 lots  
\$1000 26-50 lots  
\$1500 51+ lots
- h. Staff level/Minor review  
\$200
- i. Final plat modification  
\$200
- j. Subdivision regulation variance  
\$150 per request

IX. **Home Occupation Verification**

- a. Major home occupation  
\$20
- b. Minor home occupation  
\$20

X. **Signs**

a. Permanent Signs

\$125 – per wall sign

\$200 – per monument sign (dual faced)

\$50 – per sign panel reface (dual faced)

\$25 – per temporary sign (dual faced)

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

XI. **Zoning Letter**

a. \$50

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

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

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

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

**I. Annexation**

~~\$1,000~~ ~~\$100.00 per property up to and including 25 acres per application~~

~~\$200.00 per property over 25 acres~~

~~Plus a \$75 Administrative Advertising Fee per single or group request~~

~~Multiple requests submitted by adjoining lot owners or from lot owners within the same Subdivision (if covered in the same Plan of Services) may be processed under the same application at the rate of four~~

~~(4) lots per \$100 fee paid, \$25 for each additional lot.~~

**II. Land Use Map Amendment**

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

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

\$400 Zoning, Subdivision Regulations, Other

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

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

~~\$1,000 per application~~ ~~500 Up to 5.0 acres; plus,~~

~~\$20/acre for the next 15 acres ( 5.01 – 20.0 acre); plus,~~

~~\$5/acre for the next 80 acres ( 20.01 – 100.0 acre); plus,~~

~~\$2.50/acre for all acres thereafter~~

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

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

~~\$1,000 – up to 5 acres~~

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

~~\$3,000 – 20.01+ acres 25/acre for the next 15 acres ( 5.01 – 20.0 acre); plus,  
\$10/acre for the next 80 acres ( 20.01 – 100.0 acre); plus,  
\$5/acre for all acres thereafter  
Plus an Administrative Advertising Fee of \$50 PC fees v 2013 Page 2 of 5~~

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

~~\$500 – up to 5 acres  
\$750 – 5.01 – 50 acres  
\$1,000 – 50.01+  
\$300 Up to 5.0 acres; plus,  
\$10/acre for the next 95 acres ( 5.01 – 100.0 acre); plus,  
\$2.50/acre for the next 400 acres ( 100.01 – 500.0 acre); plus,  
\$1.25/acre for all acres thereafter~~

**d. Zoning Letters ~~\$50~~**

- ~~1. Zoning Verification Letter \$25~~
- ~~2. Zoning Compliance Letter \$50~~

**V. PUD Amendments**

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

~~\$1,000  
\$300 Up to 5.0 acres; plus,  
\$15/acre for the next 95 acres ( 5.01 – 100.0 acre); plus,  
\$7.50/acre for the next 400 acres ( 100.01 – 500.0 acre); plus,  
\$3.75/acre for all acres thereafter  
Plus an Administrative Advertising Fee of \$50~~

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

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

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

~~\$1,000 – up to 3 acres  
\$2,000 – 3.01 – 20 acres  
\$3,000 – 21.01+ acres  
\$500 for 0 to 3.00 acres; plus,  
\$100 per acre, or fraction thereof, up to a maximum of \$3,000 per project.~~

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

~~\$375  
\$250 for 0 to 3.00 acres; plus,  
\$50 per acre, or any fraction thereof, up to a maximum of \$1500 per project.~~

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

~~First & Second Review: \$150 for 0 to 3.00 acres;  
plus \$50 per acre, or any fraction thereof, up to a maximum of \$1,000 per project.  
Third & Following Reviews: \$75~~

**d. ~~Modification of Landscape Plan~~  
50% of the Landscape Review Fee**

## VII. Board of Zoning Appeals

- a. Variance Request Administrative Appeal: \$500
- b. Conditional Use Permit: \$500
- c. Variance: \$500

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

~~All Others—\$300.00, plus cost of all public notice signs. PC fees v 2013 Page 3 of 5~~

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

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

~~c. Administrative Appeal—\$200.00~~

## VIII. Subdivisions

- a. Concept Plan \$250.00
- b. Modification of Concept Plan \$125

- c. Preliminary Subdivision Plat  
\$1,000 – up to 50 lots

\$2500 – 51 or more lots

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

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

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

- d. Preliminary Plat Modification

\$500 – up to 50 lots

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

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

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

\$500 – up to 26 lots

\$1,000 – 26-50 lots

\$1,500 – 51+ lots

\$200.00 plus \$25 per lot

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

\$200

~~50% of the calculated fees~~

- g. Subdivision Regulation Variance

\$150 per request

~~\$100.00 per Variance request~~

## IX. Home Occupation

- a. Major Home Occupation \$20
- b. Minor Home Occupation \$20

## X. Signs

## Exhibit B

### a. Permanent Signs

\$125 per wall sign

\$200 per monument sign

\$50 per sign reface

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

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

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

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

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

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

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

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

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

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

~~a. The applicant shall prepare a "tax assessor" type map showing the property and all adjoining properties. In the case where a street is adjacent to the subject site,~~

~~PC fees v 2013 Page 4 of 5~~

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

~~b. The Planning & Zoning Office and/or City Recorder's Office will provide the applicant with the "notice" to be mailed to property owner's identified in 'a' above. The applicant shall make copies of the notice and insert one such notice in a business size envelope, addressed to each individual property owner. Said envelopes shall use the appropriate address below as the "return address" and seal and mark envelopes with appropriate postage. Notice for the~~

## Exhibit B

---

Regional Planning Commission shall contain postage for first-class mail through the U.S. Post Office. Notices prepared for the Board of Commissioners shall be prepared for Certified Mail.

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

~~Planning & Zoning Office~~

~~City Recorder City of Mt.~~

~~Juliet City of Mt. Juliet~~

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

~~Juliet Road Mt. Juliet, TN~~

~~37122 Mt. Juliet, TN 37122~~

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

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

## Exhibit B

PART II - CODE OF ORDINANCES  
Chapter 26 - TAXATION  
ARTICLE VI. PLANNING/ZONING FEES

### **ARTICLE VI. PLANNING/ZONING FEES**

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

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

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

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

## Exhibit B

	-Final master development plan review fees for residential, mixed use and commercial planned unit developments	
	-Up to five acres	—200.00
	-Next 6—100 acres (per acre)	—5.00
	-Over 101—500 (per acre)	—2.50
	-Next 501 acres and up (per acre)	—1.25
	-Master development plan review fees for variable lot residential developments (cluster subdivisions), multifamily developments, manufactured home parks, commercial complexes	—500.00
	-Plus, beginning at 3.01 acres (per acre or any fraction thereof)	—100.00
	-Maximum of per project	3,000.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Master development plan modification	Same
	-Commercial site plan review fees	—500.00
	-Plus, beginning at 3.01 acres (per acre or any fraction thereof)	—100.00
	-Maximum of per project	3,000.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Master development plan modification	Same
	-Expansion of existing commercial	
	-Type 1 expansion	
	-Structure, either an addition to an existing building or a freestanding accessory structure up to 2,000 square feet in floor area or 50 percent of the total square footage of the existing building, whichever is less	—250.00
	-Plus, beginning at 3.01 acres (per acre)	—50.00
	-Maximum of per project	1,500.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Modification of type 1 site plan	Same
	-Type 2 expansion (same as new commercial)	
	-Structure, either an addition to an existing building or a freestanding accessory structure up to 2,001 square feet in floor area or in excess of 50 percent of the total square footage of the existing building, whichever is less	—500.00
	-Plus, beginning at 3.01 acres (per acre)	—100.00
	-Maximum of per project	3,000.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Modification of type 2 site plan	Same
	-Landscape plan review fees for commercial site plans, commercial complexes and residential, mixed use and commercial planned unit developments	—150.00
	-Plus, beginning at 3.01 acres (per acre)	—50.00
	-Maximum of per project	1,000.00
	-Modification of landscape plan	Same
	-Landscape plan review fees for transitional protective yards in residential subdivisions	
	-Per linear foot of required transitional protective yard	—0.25
	-Modification of landscape plan (TPY)	Same
	-Zoning certificate (letter)	—15.00
	-Board of zoning appeals	

## Exhibit B

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

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1587

**Agenda Date:** 3/9/2026

**Agenda #:** 9.D.

---

**Title:**

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

**ORDINANCE 2026 –**

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

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

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

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

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

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

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

; and

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

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

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

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

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

**ORDINANCE 2026 –**

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

**BE IT FURTHER ORDAINED**

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

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

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

PASSED:

FIRST READING:

SECOND READING:

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Building Codes Department Fee Schedule

## ~~Building Fee Schedule~~

Adopted ~~March 13, 2023 / Ordinance 2023-08 / Ordinance~~

~~The Mt. Juliet Municipal Code, Chapter 26, Article VI BUILDING CONSTRUCTION, PLAN REVIEW, INSPECTION FEES, AND TEMPORARY CERTIFICATE OF OCCUPANCY~~

~~fees are as follows:~~

### Fee Schedule Number 1:

For Residential Decks, Miscellaneous including detached garages, pole barns, and other outdoor structures. Remodels and Renovation Construction the fees shall be determined by Fee Schedule number 1.

<b>Total Valuation *</b>	<b>Fee</b>
\$1,000.00 and Less	\$15.00 fee for each inspection shall be charged. Minimum charge of \$50.00
\$1001.00 to \$50,000.00	\$15.00 fee for the first \$1,000 plus \$5.00 for each additional \$1,000. Or fraction thereof, to and including \$50,000. Minimum charge of \$50.00.
\$50,001.00 to \$100,000.00	\$260.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001.00 to \$500,000.00	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000.00 and UP	\$1,660.00 for the first \$500,000 plus \$2.00 for each additional \$1,000. Or fraction thereof.

## Exhibit A

*\*Valuation shall be determined by the most current published "Building Valuation Data" (without the regional modifier) as published by the International Code Council on their website: [www.iccsafe.org](http://www.iccsafe.org)*

**For all Non-Residential New Construction, the fees shall be determined by Fee Schedule number 2.**

### **FEE SCHEDULE NUMBER 2**

<b>Building Size in Square Footage</b>	<b>Permit Fee</b>
10,000 sq ft. or less	\$ .40 per sq. ft.
10,001 – 30,000 sq. ft.	\$ .30 per sq. ft.
30,001 – 50,000 sq. ft.	\$ .25 per sq. ft.
50,001 – 100,000 sq. ft.	\$ .20 per sq. ft.
100,001 – 200,000 sq. ft.	\$ .15 per sq. ft.
200,001 – 400,000 sq. ft.	\$ .11 per sq. ft.
400,001 – sq. ft. or greater	\$ .11 per sq. ft.

## Exhibit A

### Plan Review Fee:

A Plan Review Fee ~~shall be charged~~ for all construction is adopted as follows:

Residential Construction the Plan Review Fee shall be equal to  $\frac{1}{2}$  (one-half) the Building Permit Fee.

Non-Residential Construction the Plan Review Fee shall be equal to the Building Permit Fee.

### Plumbing Permit Fee:

A Plumbing Permit Fee for all Construction is adopted as follows:

Plumbing Permit Base Fee:	\$75.00, plus,
Cost per each additional Fixture of	\$ 9.25 each fixture, plus
Sewer Connection Fee:	\$38.50 (if applicable), plus
Water Connection Fee:	\$38.50 (if applicable)

### Mechanical Permit Fee:

A Mechanical Permit Fee for all Construction is adopted as follows:

Residential Mechanical Permit Base Fee:	\$75.00, plus
Cost of each additional Fixture of \$10.00 each fixture, plus	
Water Heater Fee:	\$19.00 (if applicable)
Residential Dwellings (per unit if Multi-Family)	

Mechanical Permit Base Fee Non- Residential: \$75.00 for the first thousand (\$1,000), plus \$8.00 for each additional \$1,000 or fraction thereof.

### Electrical Permit Fee:

An Electrical Permit Fee for all Construction is adopted as follows:

1. For Lighting Circuits or any other circuit where the outlets are intended to be install for low-voltage devices or lamp-holding devices or receptacles for the attachment of small portable electrical devices and appliances; 130 volts or less:
  - a. For the installation of 10 or less such outlets. \$ 5.70
  - b. For additional outlets over 10, each \$ .50
2. Motors and Generators:
  - a. One horsepower or less, each \$ 2.00
  - b. Over 1 and including 10 horsepower, each \$ 7.55
  - c. Over 10 horsepower, each \$13.25
  - d. Motor-Generator Sets, each \$19.00

## Exhibit A

3.	Electric ranges:	
	a. Residential, each	\$19.00
	b. Commercial, each	\$22.75
4.	Water heaters:	
	a. Residential, each	\$15.00
	b. Commercial, each	\$19.00
5.	Electrical heat and electrically heated appliances other than ranges and water heaters:	
	a. Over 1 kw and including 5 kw, each	\$ 19.00
	b. Over 5 kw and including 10 kw, each	\$19.00
	c. Over 10 kw, each	\$19.00
	d. HVAC, each air handling unit	\$40.00
6.	Electric Dryers:	
	a. Residential, each	\$ 9.50
	b. Commercial, each	\$13.50
7.	Electric Signs (excluding service), each	\$19.00
8.	Lunch wagons, bookmobiles, medical service vehicles, and similar structures on wheels, for lighting only	\$19.00
9.	Service, new installation, increasing size, or relocation, per meter	\$11.50
10.	Installation of any wiring, device, apparatus, appliance or equipment not specifically covered herein, such as but not limited to disconnects, 220 volt receptacles, each	\$7.55
11.	Distribution, lighting or switch panels:	
	a. Up to, and including 200 amperes, each	\$ 9.50
	b. 201 to 400 amperes, each	\$ 19.00
	c. 401 to 800 amperes, each	\$ 28.50
	d. 801 to 1600 amperes, each	\$ 47.50
	e. 1601 to 3000 amperes, each	\$ 75.50
	f. 3001 to 6000 amperes, each	\$ 142.00
	Each additional 100 amperes or fraction thereof	\$ 2.85
12.	Temporary Poles and Service Releases:	
	a. 0 to 200 amperes	\$ 40.00
	b. 201 to 400 amperes	\$ 50.00
	c. 401 to 600 amperes	\$ 60.00
	d. 601 to 1,000 amperes	\$100.00
	e. Over 1,000 amperes	\$350.00
13.	Low Voltage	
	a. Commercial, per inspection	\$100.00
	b. Residential, per inspection	\$ 40.00
14.	Occupancy Final	
	a. Commercial, per inspection	\$100.00
	b. Residential, per inspection	\$ 50.00

## Exhibit A

15. Emergency Re-connection of service, each	\$100.00
16. Consultation Fee	\$ 75.00
17. Rough-In	\$ 40.00
18. Minimum Fee	\$ 75.00 (Including permit for the installation of any electrical system or part thereof, including but not limited to the installation of both new electrical systems and additions, alterations and repairs to existing electrical systems, the installation of electrical fixtures, equipment, devices and appurtenances thereto, temporary services, etc.)

### Demolition Permit Fee:

A Demolition Permit Fee for all Construction is adopted as follows:

For a Residential Single Family Dwelling the Fee shall be \$ 125.00

For all other Demolition the Fee shall be: 0 to 100,000 cubic feet \$125.00 100,000 cubic feet and up \$125.00 plus \$.50 per thousand cubic feet or fraction thereof

### Swimming Pool Permit Fee:

A Swimming Pool Permit Fee for all Construction is adopted as follows:

For an above ground residential private pool the fee shall be \$ 50.00

For all other pools the fee shall be based upon the contract or purchase price based upon Fee Schedule Number 1 of this ordinance.

### ~~Fire Code System Permit Fee:~~

~~A Fire Code System Permit Fee for all Construction is adopted as follows:~~

~~For a Residential Single Family Dwelling the Fee shall be: \$25.00~~

~~For all other structures the Base Fee shall be: \$250.00 or \$1.00 per sprinkler head or suppression fixture (Whichever is greater).~~

~~All other Construction or Operation Permits required by the International Fire Code \$100.00 each event or annually as needed.~~

### Structure Moving Permit Fee:

A Structure Moving Permit Fee for all Construction is adopted as follows:

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

**FEE FOR BEGINNING TO WORK WITHOUT OBTAINING A PERMIT:**

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

**Re-inspection Fee / Failed inspections Fee:**

If any construction work that requires an inspection, does not meet the minimum standards and fails inspection shall be subject to a re-inspection fee as follows:

- 1. For the first failed inspection the re-inspection fee shall be ~~\$ 100.00~~ \$150.00
- 2. For ~~the each~~ second failed inspection the re-inspection fee shall be ~~\$200.00~~ \$150.00
- 3. For the third failed inspection the re-inspection fee shall be ~~\$300.00~~ \$150.00
- 4. For the fourth failed inspection fee the re-inspection fee shall be ~~\$400.00~~ \$150.00 with a minimum of a three (3) day stop work order attached.

This fee must be paid prior to re-inspection being performed unless other arrangements are made with the Building Official.

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

If the construction must comply with the requirements for review by the Tennessee Department of Commerce and Insurance as provided for in Rule 0780-02-03, and the plans must be reviewed and permits issued by the City of Mt Juliet, an additional plan review fee of Two Hundred Fifty

Dollars (\$250) plus Two Dollars and Fifty Cents (\$2.50) per each one thousand dollars (\$1,000) or fraction thereof, based on valuation of construction, will be added to the above fees.

**RESIDENTIAL TEMPORARY CERTIFICATE OF OCCUPANCY (TEMP CO):**

Residential Temporary CO cost is Two-Hundred Fifty Dollars (\$250.00) and is valid for 30 days. The Temporary C) can be re-issued two (2) times per property with the approval of the Building Official.

Commercial Temporary CO cost is 3% of the total building permit cost or a minimum of \$500.00 whichever is greater. The Temporary CO can be re-issued two (2) times per property with the approval of the Building Official.

**RE-ROOFING PERMIT FEE:**

Residential re-roofing permit cost is \$75.00. The required inspections are a rough-in and a final inspection.

Commercial re-roofing permit cost is 1% of the total job cost evaluation. We will need to see the written signed contract before issuing the permit.

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

---

**ARTICLE III. PROPERTY MAINTENANCE**

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

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

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

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

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

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

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

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1624

**Agenda Date:** 3/9/2026

**Agenda #:** 9.E.

---

**Title:**

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

**ORDINANCE 2026 –**

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

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

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

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

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

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

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

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

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

; and

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

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

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

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

## ORDINANCE 2026 –

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

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

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

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

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

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

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

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

**ORDINANCE 2026 –**

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

**BE IT FURTHER ORDAINED**

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

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

This ordinance shall take effect on April \_\_\_\_, 2026 to allow time for the City to update programs/software, citations, etc.

PASSED:

FIRST READING:

SECOND READING:

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Electronic citation regulations and fees.*

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1625

**Agenda Date:** 3/9/2026

**Agenda #:** 9.F.

---

**Title:**

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

**ORDINANCE 2026 –**

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

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

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

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

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

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

; and

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

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

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

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

The following Tennessee “Rules of the Road:”

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

## ORDINANCE 2026 –

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

## ORDINANCE 2026 –

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

## ORDINANCE 2026 –

T.C.A. § 55-8-199 Hands-Free law

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

T.C.A. § 55-8-204 Passing lane

T.C.A. § 55-8-205 Bicycle lane

T.C.A. § 55-8-212 Camping

T.C.A. § 55-8-301 Definition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T.C.A. § 55-4-120 Nonresidents

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

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

The following offenses related to equipment:

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

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

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

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

**ORDINANCE 2026 –**

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

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

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

The following offense related to the Financial Responsibility Law:

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

The following offenses related to the Commercial Driver License Act:

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

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

**BE IT FURTHER ORDAINED**

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

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

This ordinance shall take effect on April \_\_\_\_, 2026 to allow time for the City to update programs/software, citations, etc.

PASSED:

FIRST READING:

SECOND READING:

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

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

**ORDINANCE 2026 –**

ATTEST:

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

APPROVED AS TO FORM:

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

## Chapter 28 TRAFFIC AND VEHICLES

### **ARTICLE I. IN GENERAL**

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

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

The following Tennessee “Rules of the Road:”

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

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

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

[T.C.A. § 55-8-161 Parking](#)

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

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

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

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

[T.C.A. § 55-8-199 Hands-Free law](#)

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

[T.C.A. § 55-8-212 Camping](#)

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

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

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

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

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

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

[T.C.A. § 55-4-110 Registration plates; display/attachment](#)

[T.C.A. § 55-4-111 Registration; taxes/fees](#)

[T.C.A. § 55-4-113 Registration; freight taxes](#)

[T.C.A. § 55-4-114 Maximum gross weight/ownership; display](#)

[T.C.A. § 55-4-115 Temporary operation permits; trip permits; temporary trailer permit](#)

[T.C.A. § 55-4-120 Nonresidents](#)

[T.C.A. § 55-4-121 Nonresidents; reciprocal agreements](#)

[T.C.A. § 55-4-131 Notice of address change](#)

The following offenses related to equipment:

[T.C.A. § 55-9-401 Lighting; vehicles other than motor vehicles](#)

[T.C.A. § 55-9-402 Lighting; motor vehicles](#)

[T.C.A. § 55-9-403 Lighting; motorcycles](#)

[T.C.A. § 55-9-404 Lighting; train of vehicles](#)

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

[T.C.A. § 55-9-406 Lighting; headlights](#)

[T.C.A. § 55-9-407 Lighting; high and low beams](#)

[T.C.A. § 55-9-408 Anti-glare devices](#)

[T.C.A. § 55-9-414 Blue flashing emergency lights](#)

[T.C.A. § 55-9-601 Safety belts; required/specifications](#)

[T.C.A. § 55-9-602 Safety belts; child passenger](#)

[T.C.A. § 55-9-603 Safety belts; use](#)

The following offense related to the Financial Responsibility Law:

[T.C.A. § 55-12-139 Compliance with financial responsibility](#)

The following offenses related to the Commercial Driver License Act:

[T.C.A. § 55-50-333 Change of address/name](#)

[T.C.A. § 55-50-351 Possession; display upon demand](#)

**Secs. 28-~~12~~—28-20. Reserved.**

## Exhibit A

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

---

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

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

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

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

**Sec. 28-78—28-95. Reserved.**



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1588

**Agenda Date:** 3/9/2026

**Agenda #:** 9.G.

---

**Title:**

AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE GOLDEN BEAR PLACE PLANNED UNIT DEVELOPMENT, ORDINANCE 2024-04, LOCATED AT MAP 078, PARCEL 17.01 IN THE CITY OF MT. JULIET

## ORDINANCE NO. 2026-

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

**WHEREAS**, the Regional Planning Commission considered this request during their meeting of February 19, 2026, and forwarded a positive recommendation to the Board of Commissioners by a vote of 6-1-1 and;

**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 Board of Commissioners desires to amend the Preliminary Master Development Plan for the Golden Bear Place PUD, Ordinance 2024-04, located at map 078, parcel 17.01.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee, while in regular session on \_\_\_\_\_, 2026 that the Preliminary Master Development Plan for the Golden Bear Place Planned Unit Development be amended as follows:

**Section 1.** The Preliminary Master Development Plan for the Golden Bear Place PUD, ordinance 2024-04, shall be amended as shown below and in Exhibit A. The PMDP-PUD shall comply with the Zoning Ordinance, be in conformance with all other applicable rules, regulations, approvals and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

1. 6-103.7: Gas canopy to utilize alternate materials in lieu of masonry. The bottom 25% of the canopy columns shall include masonry materials. Alternate canopy materials shall be reviewed at site plan submittal to the Planning Commission.
2. 3-104.7: Increase the number of pumps from a maximum permitted in CRC zoning of 4 (8 handles) to 8 (16 handles).
3. 3-104.7: Increase the gross floor area of the store from the maximum permitted of 5,000sf to 6,500sf.

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

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

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

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

**ORDINANCE NO. 2026-**

PASSED:

FIRST READING:

SECOND READING:

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

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

ATTEST:

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

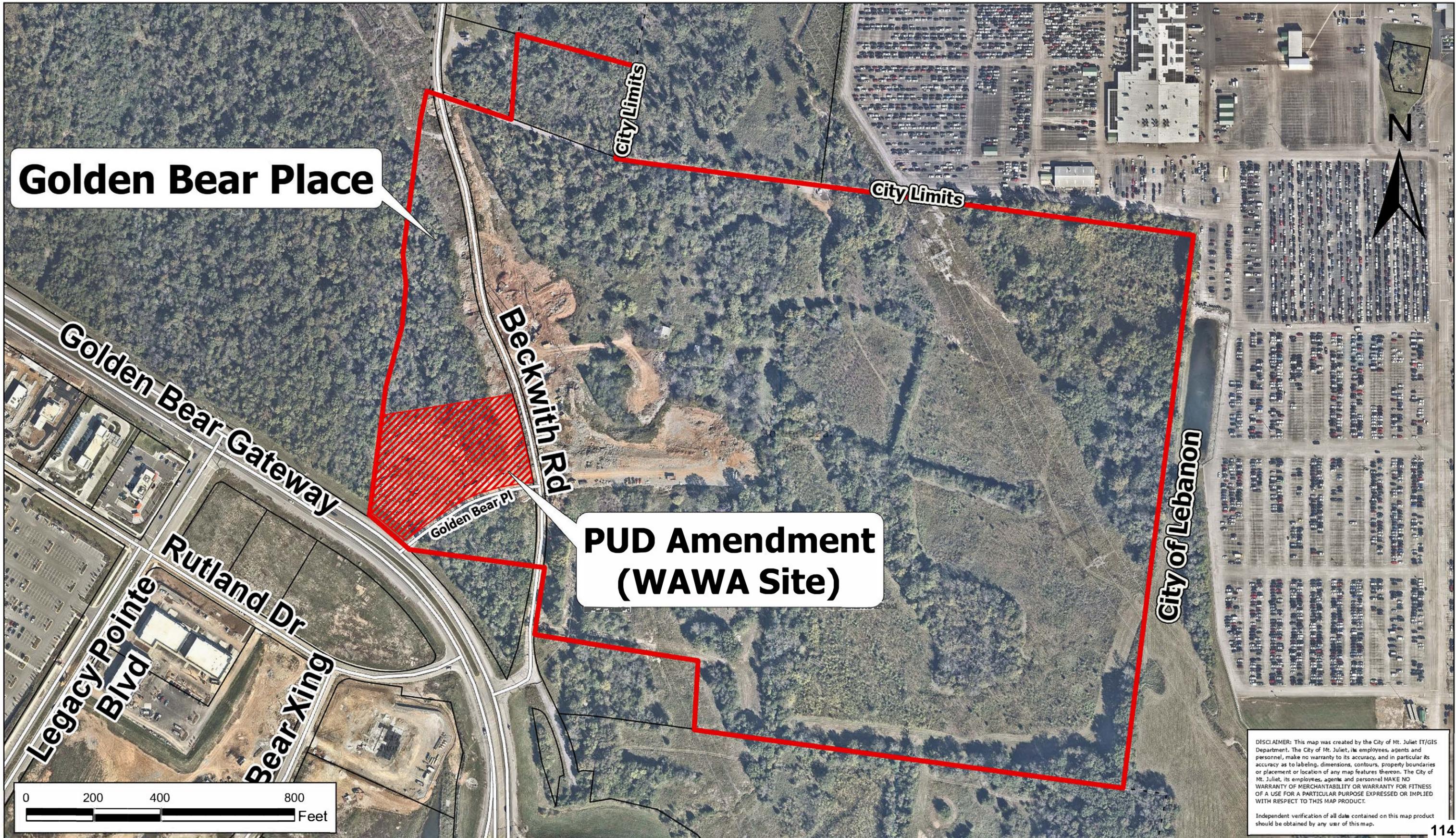
APPROVED AS TO FORM:

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



# Exhibit A - PUD Amendment

## 4515 Beckwith Road Map 078, p/o Parcel 017.01





## MEMORANDUM

**Date:** February 19, 2026

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

**From:** Jon Baughman, City Planner  
Jill Johnson, Planner I

**Re:** Wawa Gas Station – Golden Bear Place  
Major PUD Amendment  
Map - 095  
Parcel(s) – 078 01701

---

**Request:** Old Acre McDonald, on behalf of their client, requests a major PUD amendment for the Golden Bear Place PUD, for the construction of a Wawa branded 6,500sf convenience store and eight pump gas station in District 3.

**History:** The Golden Bear Place PUD was established in 2024 via ordinance 24-04. The PUD was subsequently amended in 2024 via ordinance 24-52. This PUD amendment will apply to parcel 078 01701 and the convenience/gas station use only. The base zoning on this parcel is CRC and the approximate area is 2.67 acres. The PUD amendment consists of three waiver requests outlined below:

**Analysis:** The amendment consists of the three following waiver requests:

1. 6-103.7: Gas canopy to utilize alternate materials in lieu of masonry. STAFF SUPPORTS IF THE SUPPORT COLUMNS INCLUDE MASONRY ON THE BOTTOM 25% OF THE COLUMN. ALTERNATE MATERIALS SHALL BE REVIEWED AT SITE PLAN SUBMITTAL. REQUESTS OF THIS NATURE ARE COMMONLY APPROVED FOR GAS CANOPIES IN THE CITY DUE TO PRACTICAL HARDSHIPS WITH A FULL MASONRY CANOPY.
2. 3-104.7: Increase the number of pumps from a maximum permitted in CRC zoning of 4 (8 handles) to 8 (16 handles). STAFF SUPPORTS
3. 3-104.7: Increase the gross floor area of the store from the maximum permitted of 5,000sf to 6,500sf. STAFF SUPPORTS

**Summary:** Should this PUD amendment be approved, the applicant will follow up with a final master development plan and site plan for the convenience store, to be reviewed by the Planning Commission. Staff supports approval of the PUD amendment.

**Recommendation:** Staff recommends the Planning Commission forward the amendment to the Board of Commissioners with a positive recommendation, subject to any conditions listed below:

Planning & Zoning:

1. All conditions of ordinances 24-04 and 24-52 shall be adhered to.

Engineering:

1. No Comments

West Wilson Utility District:

1. No Comments Received

Wilson County Schools:

1. No Comments Received



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1613

**Agenda Date:** 3/9/2026

**Agenda #:** 9.H.

---

**Title:**

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

**ORDINANCE 2026 –**

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

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

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

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

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

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

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

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

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

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

**BE IT FURTHER ORDAINED**

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

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

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

**ORDINANCE 2026 –**

PASSED:

FIRST READING:

SECOND READING:

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Executive Summary/Fiscal Note

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

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

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

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

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

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

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

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

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1626

**Agenda Date:** 3/9/2026

**Agenda #:** 9.I.

---

**Title:**

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

**ORDINANCE 2026 –**

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

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

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

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

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

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

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

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

Decrease the following expenditures

110-42100-111	Personnel expenditures	\$40,000
---------------	------------------------	----------

Increase the following expenditures

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

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

**BE IT FURTHER ORDAINED**

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

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

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

**ORDINANCE 2026 –**

PASSED:

FIRST READING:

SECOND READING:

---

James Maness, Mayor

---

Kenny Martin, City Manager

ATTEST:

---

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

---

Samantha A. Burnett, City Attorney



# MT. JULIET POLICE DEPARTMENT

## EXECUTIVE SUMMARY

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

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

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

Prepared by: Chief Tyler Chandler



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1623

**Agenda Date:** 3/9/2026

**Agenda #:** 9.J.

---

**Title:**

A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH MENTAL HEALTH COOPERATIVE

**RESOLUTION 2026 –**

**A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH MENTAL HEALTH COOPERATIVE**

**WHEREAS**, the Board of Commissioners desires to approve a Memorandum of Understanding (MOU) with Mental Health Cooperative; and

**WHEREAS**, Mental Health Cooperative will provide behavioral health services through the development of a Co-Response Crisis Intervention Program with the Mt. Juliet Police Department; and

**WHEREAS**, this MOU will serve as an interim agreement that establishes the framework for a master service agreement to be later approved and executed by both parties.

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

**Section 1.** The attached Memorandum of Understanding with Mental Health Cooperative is approved and the Mayor is authorized to sign.

**BE IT FURTHER RESOLVED**

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

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

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

PASSED:

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

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

ATTEST:

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

**RESOLUTION 2026 –**

APPROVED AS TO FORM:

---

Samantha A. Burnett, City Attorney



# MT. JULIET POLICE DEPARTMENT

## EXECUTIVE SUMMARY

### Mental Health Services Partnership with Mental Health Cooperative MOU Approval

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

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

Prepared by: Chief Tyler Chandler

# Memorandum of Understanding (MOU)

## **Between Mental Health Cooperative (MHC) and City of Mt. Juliet Police Department**

**Effective Date:** March 9, 2026

**Duration:** Interim Agreement

**Target End Date:** July 1st, 2026

This Memorandum of Understanding (MOU) is an interim agreement that establishes the framework for collaboration between Mental Health Cooperative (MHC) and City of Mt. Juliet Police Department (MJPD). This MOU shall remain in effect until either: (a) the collaboration is terminated by either party pursuant to Section 4(d), or (b) a master agreement is executed by both parties, whichever occurs first.

The purpose of this Memorandum of Understanding (MOU) is to outline the coordination of behavioral health services between Mental Health Cooperative (MHC) and the Mt. Juliet Police Department (MJPD). The Mental Health Cooperative exists to engage, enlighten, and empower individuals and families with behavioral health issues to live healthier lives by providing integrated care. The Mt. Juliet Police Department provides community-based police products to the public so they can experience a safe and peaceful Mt. Juliet. Through the development of a Co-Response Crisis Intervention Model, MHC and MJPD seek to develop a solution-focused, and trauma informed outcome where MHC personnel will support MJPD by responding to mental illness crisis calls for service. A Co-Response Crisis Intervention program is an innovative, community-based approach to improve the outcomes of police encounters with individuals experiencing mental health crisis. To further the goals of Co-Response Crisis Model, MHC and MJPD enter into this agreement, subject to the following terms:

1. Program Design
  - a. Reinforce, foster, and create effective, collaborative partnerships between police and other first responders, mental health practitioners, and community stakeholders to direct consumers to appropriate alternative resources, reduce hospitalizations, reduce incarceration, improve system response, and create effective crisis intervention and solutions to reduce the need for repeated interventions.
  - b. Provide crisis intervention training and education for officers to improve officer understanding of mental health issues and methods for de-escalating encounters with those in crisis.
  - c. Provide short-term case management and proactive follow-up care to reinforce appropriate interventions and to ensure engagement, address gaps and barriers to treatment, and help individuals stabilize behaviors and address needs.
  - d. Reduce number of individuals with mental health issues in the jail system.
  - e. Improve information sharing, as appropriate, across systems and service providers, through formalized communication and processes.
  - f. Reduce overall costs relating to individuals with mental or behavioral health concerns, including use of emergency vehicles.
2. MHC agrees to the following:
  - a. Provide crisis counseling to respond alongside MJPD officers to calls for service which may involve citizens in crisis.

- b. Accept and make mobile crisis referrals of adults, children, and adolescents when consistent and appropriate with agency and partner agency criteria using agreed upon referral process.
  - c. Provide consultation to MJPD officers when they are on mental health related calls for service.
  - d. Provide assessments and referrals when clinically appropriate.
  - e. Attend and participate in multidisciplinary meetings, as necessary, for the purposes of collaboration and evaluation of crisis intervention process.
  - f. Provide mental health training to MJPD officers. Training included but not limited to new recruit training, in-service training, Crisis Intervention Team curriculum, or other specific training as may be requested or required.
  - g. Provide a point of contact within MHC's Co-Response Team leadership as law enforcement liaison dedicated to addressing any issues that may arise and provide primary point of contact regarding training and response needs.
  - h. Provide and review any relevant data regarding police-initiated Co-Response contacts with MJPD.
  - i. Represent the Mt. Juliet Police Department (MJPD) at community events, mental health fairs, public forums, and professional training workshops as appropriate and requested by MJPD.
  - j. MHC will collaborate with local schools, hospitals, healthcare providers, and advocacy organizations to promote awareness of crisis intervention services, mental health resources, and community-based support.
  - k. Development and implementation of public education initiatives designed to enhance community understanding of mental health conditions, crisis response, and de-escalation strategies.
  - l. Assist and coordinate delivery of officer wellness, resilience, and stress-management training aimed at mitigating burnout, compassion fatigue, and secondary traumatic stress training as requested by MJPD.
  - m. Assistance to MJPD, as requested, assisting, coordinating, and supporting critical incident debriefings following critical or high-impact incidents by leveraging internal and external mental health partners.
3. Mt. Juliet Police Department agrees to the following:
- a. Provide opportunity for training on major topics including but not limited to recognizing signs and symptoms of mental illness, suicide risk, verbal de-escalation techniques, behavioral health referrals sources, and involuntarily commitment criteria for MJPD officers.
  - b. Provide training to MHC members who participate in the Co-Response Crisis Intervention Team regarding police procedure, safely responding to calls for service, and other relevant curriculum as determined by MJPD training staff.
  - c. Take reasonable steps to ensure safety of MHC staff.
  - d. When MJPD officers are dispatched to, or otherwise encounter, an individual who, based on their training and expertise, may be experiencing a mental health crisis, MJPD officers will contact the Co-Response Team. If the Co-Response Team is unavailable, officers will contact the appropriate crisis provider by telephone, provide the crisis provider any

necessary information, and abide by the appropriate crisis providers requests to transport the individual to the hospital, crisis walk-in center, or take other actions, within MJPD's scope of legal authority and departmental policy, as directed by appropriate crisis provider.

- e. If the determination is made that an individual is experiencing a mental health crisis and that individual poses an imminent "substantial likelihood of serious harm," the officer(s) will take that person into custody per T.C.A §33-6-402. Thereafter, the officer will contact the Co-Response Crisis Team for consultation and determination of referral to appropriate crisis provider. If the Co-Response Crisis Team is not available then officer shall refer to the appropriate crisis provider.
  - f. If an individual is transported to the Co-Response Crisis Team by MJPD or needs to be assisted by the Co-Response Crisis Team on scene, the officer shall remain with the individual and provide information and assistance until released by the MHC Co-Response Crisis Team.
  - g. If the individual has outstanding criminal warrants and requires a mental health evaluation, the officer shall, if possible, refrain from serving the warrants and notify his/her supervisor, consistent with departmental policy.
  - h. Attend and participate in multi-disciplinary meetings, as necessary, for purposes of collaboration and evaluation of crisis intervention processes.
  - i. Provide a point person within MJPD leadership who is dedicated to addressing any issues that may arise.
  - j. Provide and review any relevant data regarding police-initiated referrals to Co-Response Crisis Team and appropriate crisis providers.
4. Both Parties agree to the following assurances:
- a. Confidentiality
    - i. All aspects of services and/or release of information shall comply with applicable Federal and State regulations, including HIPAA, regarding consumers' privacy and confidentiality as such laws are applicable to each party. Records shall be completed promptly and filed. All records shall be retained in a protected, safe and secure manner. Access to identifying information in these records shall only be necessary for the purpose of performing responsibilities under this Agreement by personnel interacting directly with the consumer, and proper management and administration of each party to the extent permitted by applicable law and as otherwise required by applicable law.
    - ii. Appropriate disclosure contained in the records shall be consistent with confidentiality rights of all parties involved. This includes the sharing of "need to know" information, which may contain but is not limited to diagnosis, testing results, social and behavioral functioning and familiar information.
  - b. Indemnification
    - i. To the extent permitted by Tennessee law, each party agrees to indemnify and hold harmless the other party, its officers, employees, and agents from any claims, damages, or expenses arising from that party's negligent acts or omissions in performing under this Agreement.
  - c. Payment Terms

- i. Payment Schedule: Monthly
  - ii. Invoice To: City of Mt. Juliet, ATTN: Accounts Payable, 2425 N. Mt. Juliet Rd, Mt. Juliet, TN 37122
  - iii. Billing Contact: Accounts Payable, Nicole Lawing, [nlawing@mtjuliet-tn.gov](mailto:nlawing@mtjuliet-tn.gov), 615-773-6240
  - iv. Budget Cap: The total approved budget for this Agreement shall not exceed \$42,675. Invoices shall reflect only actual costs incurred during the billing period, and cumulative invoices shall not exceed the approved budget amount.
- d. Term and Termination
- i. This Agreement commences on the Effective Date and continues until the Target End Date of July 1st, 2026, unless terminated earlier by either party.
  - ii. Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to the other party.

**Signatures**

*Michelle Schafer*

\_\_\_\_\_  
Michelle Schafer  
Chief Executive Officer  
Mental Health Cooperative

04/03/2026  
Date: \_\_\_\_\_

\_\_\_\_\_  
Tyler Chandler  
Chief of Police  
Mt. Juliet Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
James Maness  
Mayor  
City of Mt. Juliet

Date: \_\_\_\_\_

Approved as to form by: \_\_\_\_\_  
Samantha Burnett  
City Attorney  
City of Mt. Juliet

# MHC MJPD MOU Final 3.4.2026

Final Audit Report

2026-03-04

Created:	2026-03-04
By:	Tia Davis (Tia.Davis@mhc-tn.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXuTpoNKPPPOYF9vbLZnuZX_3ShWs1doGj

## "MHC MJPD MOU Final 3.4.2026" History

-  Document created by Tia Davis (Tia.Davis@mhc-tn.org)  
2026-03-04 - 3:29:35 PM GMT
-  Document emailed to Michelle Schafer (michelle.schafer@mhc-tn.org) for signature  
2026-03-04 - 3:29:39 PM GMT
-  Email viewed by Michelle Schafer (michelle.schafer@mhc-tn.org)  
2026-03-04 - 4:58:34 PM GMT
-  Document e-signed by Michelle Schafer (michelle.schafer@mhc-tn.org)  
Signature Date: 2026-03-04 - 4:58:58 PM GMT - Time Source: server
-  Agreement completed.  
2026-03-04 - 4:58:58 PM GMT



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 1627

**Agenda Date:** 3/9/2026

**Agenda #:** 9.K.

---

**Title:**

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

## RESOLUTION - 2026

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

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

**WHEREAS**, this property is no longer in working order and is of no further use to the City; and

**WHEREAS**, this property will be sold at auction on GovDeals; and

**WHEREAS**, the property is identified as follows:

Craftsman Gas Edger E410  
(Serial #1H25NDK0015 Briggs & Stratton Engine)

Craftsman Gas Edger (Briggs & Stratton Engine)

Troy-Bilt Gas Edger (Model #25B-554E011)

Delta Electric Table Grinder (Serial #21E0916022021AL)

Husqvarna Gas Chainsaw (Model #455 Rancher)

(2) Shindawa Gas Weed Trimmers

Echo Gas Weed Trimmer (PE-225, Serial #S788712084438)

(3) Husqvarna Weed Trimmers (525L)

Poulan Pro Gas Hedge Trimmer Plus (PR25, Serial #18137N100754-6)

Kobalt Electric Concrete Mixer (Model #0241568)

Predator Gas Auger Powerhead (Model #56257)

Everest Commercial Refrigerator (Model #EMGR33); and

**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.

## RESOLUTION - 2026

**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:

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

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

ATTEST:

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

APPROVED AS TO FORM:

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