

Mt. Juliet, Tennessee

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



Agenda

Monday, March 24, 2025

6:30 PM

Commission Chambers

Board of Commissioners

1. **Workshop - Roadway Safety Action Plan 5:15 PM**
 - 1.A. Workshop Public Notice 3-24-25 [1132](#)
Attachments: [Public Notice - Workshop 3-24-25](#)

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

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

 - 2.A. Public Hearing Notice 3-24-25 [1131](#)
Attachments: [Public Notice - 3-24-25](#)

3. **Call to Order & Declare a Quorum Present**
4. **Set Agenda**
5. **Invocation & Pledge of Allegiance**
6. **Approval of Minutes**
 - 6.A. Meeting Minutes for Approval - 3-10-25 [1133](#)
Attachments: [Meeting Minutes 3-10-24](#)

7. **Citizens Comments**

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

8. **Commissioner Reports & Comments**

9. **City Manager's Report**

10. **Unfinished Business Consent Agenda Items:**
 - 10.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR A PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP [1108](#)
Sponsors: Kenneth Martin, City Manager,
Attachments: [2025- Amd buget for CH needs assess Architect Workshop Mt.Juliet City Hall Space Needs Assessment Agreement](#)
Legislative History
3/10/25 Board of Commissioners recommended for approval to the Board of Commissioners

11. **Unfinished Business**

- 11.A.** AN ORDINANCE REINSTATING ORDINANCE 2020-11 AND EXTENDING THE INITIAL VESTING PERIOD FOR THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, IN THE CITY OF MT. JULIET, TN [1104](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Ordinance Reinstating and Extending The District PMDP Ordinance 2020-11](#)

Legislative History

3/10/25	Board of Commissioners	recommended for approval to the Board of Commissioners
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- 11.B.** AN ORDINANCE TO RECONSIDER THE CERTIFICATE OF OCCUPANCY CONDITIONS OF ORDINANCE 2020-11 WHICH ESTABLISHED THE ZONING AND PUD OVERLAY FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD [1055](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Ordinance to Reconsider Conditions of Ord 2020-11 \(updated\) 2020-11](#)
[2020-11 Minutes](#)

Legislative History

2/10/25	Board of Commissioners	recommended for approval to the Board of Commissioners
2/24/25	Board of Commissioners	deferred to the Board of Commissioners

12. New Business

- 12.A.** A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND R.J. CORMAN RAILROAD COMPANY/NASHVILLE AND EASTERN RAILROAD LINE FOR THE RAILROAD GRADE CROSSING IMPROVEMENTS ON N. MT. JULIET ROAD AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT [1109](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [2025-03-24, RJ Corman Contract Resolution](#)
[2025-03-24, RJ Corman Contract Resolution Exec Summary](#)
[Agreement NERR25006 Grade Crossing Rehab MP 17 2-28-25](#)

- 12.B.** A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN WHELEN ENGINEERING COMPANY, INC. AND THE CITY OF MT. JULIET POLICE DEPARTMENT REGARDING THE WHELEN CLOUD PLATFORM FOR REAL-TIME POLICE VEHICLE GPS MONITORING **1134**

Sponsors: Kenneth Martin, City Manager,

Attachments: [RESOLUTION - PD - Whelen Cloud Platform Executive Summary - Police Department Vehicle Real-Time Location Tracking Vendor Contract Approval](#)
[Whelen Cloud Platform 5YR MSA - MT JULIET PD \(final 03.18.25\)](#)

- 12.C.** A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN FLOCK SAFETY AND THE CITY OF MT. JULIET POLICE DEPARTMENT FOR THE LICENSE PLATE READER PROGRAM **1135**

Sponsors: Kenneth Martin, City Manager,

Attachments: [2025 - RES Amendment to Flock Contract Executive Summary - Continued License Plate Reader New Vendor, Flock, Approvals for Transition](#)
[TN - Mt Juliet PD - Law Enforcement Agreement - \(7\) 67-2024](#)

- 12.D.** A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE INTERCHANGE PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **1138**

Sponsors: Kenneth Martin, City Manager,

Attachments: [2025-03-24, Resolution TDOT contract - Central Pike Interchange](#)
[2025-03-24, TDOT contract - Central Pike Interchange Exec Summary](#)
[PIN 124884.00 Mt Juliet Amnd 1 DRAFT 031725](#)

13. Appointments

- 13.A.** Traffic Commission Appointment **1137**

Sponsors: James Maness, Mayor

Attachments: [Sec. 28 22. Membership.](#)

13.B. Central Business Improvement District (CBID) Appointment [1139](#)

Sponsors: James Maness, Mayor

Attachments: [CBID Appointment](#)

13.C. Industrial Development Board (IDB) Appointment [1140](#)

Sponsors: James Maness, Mayor

Attachments: [IDB Appointment](#)

14. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 1132

Agenda Date: 3/24/2025

Agenda #: 1.A.

Title:

Workshop Public Notice 3-24-25

Public Notice

The City of Mt. Juliet Board of Commissioners will hold a workshop on Monday, March 24, 2025, from 5:15 PM - 6:00 PM to discuss and consider the presentation given by the Mt. Juliet Public Works Department on their Roadway Safety Action Plan.

The public is invited to attend and comment.

Kenneth D. Martin, City Manager

City of Mt. Juliet



Mt. Juliet, Tennessee

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

Staff Report

File #: 1131

Agenda Date: 3/24/2025

Agenda #: 2.A.

Title:

Public Hearing Notice 3-24-25

Public Notice

The Board of Commissioners of the City of Mt. Juliet will conduct a public hearing and consider the following on March 24, 2025 at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- An ordinance reinstating Ordinance 2020-11 and extending the initial vesting period for the preliminary master development plan for the District being located at 108 Stoney Creek Road, in the City of Mt. Juliet, TN
- An ordinance amending the fiscal year 2024/2025 budget Ordinance 2024-25 to appropriate funds for a professional services agreement with the Architect Workshop
- An ordinance to reconsider the certificate of occupancy conditions of Ordinance 2020-11 which established the zoning and PUD overlay for the District being located at 108 Stoney Creek Road

The public is invited to attend and comment.

Kenneth D. Martin, City Manager

City of Mt. Juliet



Mt. Juliet, Tennessee

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

Staff Report

File #: 1133

Agenda Date: 3/24/2025

Agenda #: 6.A.

Title:

Meeting Minutes for Approval - 3-10-25

Mt. Juliet, Tennessee

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



Meeting Minutes

Monday, March 10, 2025

6:30 PM

Commission Chambers

Board of Commissioners

1. Public Hearing 6:15 PM

Citizens Comments limited to three (3) minutes per person - Ordinance 2023-15
Mayor Maness called the Public Hearing to order at 6:15 PM.

Mayor Maness stated the Public Hearing would adjourn at 6:25 PM.

Citizens Comments: No pros or cons voiced.

Mayor Maness closed the Public Hearing at 6:17 PM

1.A. Public Hearing Notice

Attachments: [Public Hearing Notice - 2nd Reading - 3-10-25](#)

2. Call to Order & Declare a Quorum Present

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

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

3. Set Agenda

Mayor Maness stated the sponsor has requested removal of item 13C (Amend Part B of the Unified Development Code by Amending Section 5-104.4, Development Standards for Single Family Residential, to include a requirement for playground facilities in Single Family Residential Subdivisions). No objections voiced. Item 13 C removed from agenda with no objections.

4. Invocation & Pledge of Allegiance

City Manager Kenneth Martin

5. Approval of Minutes

5.A. BoC Minutes February 24, 2025

Attachments: [BoC Minutes for 2-24-25](#)

Mayor Maness stated without objection the minutes would be approved as published. No objections voiced.

RESULT: APPROVED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

6. Citizens Comments

Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24
No pros or cons voiced.

7. Commissioner Reports & Comments

Commissioner Giles: mayor Maness gave the State of the City at the Chamber luncheon, he did a great job. Mt. Juliet has lots of musical talent and he tries to use the Mt. Juliet talent when he books events. He booked "Burlap and Lace" from Mt. Juliet, who were very good, they also run Resha's School of Dance. "Walk Across Wilson" begins March 23rd - April 19th. You can sign up to support a Wilson County school, BPAC and many other organizations. Please sign up to support the organizations. Kick off is 3/22 at 9 am at the Train Station, you start submitting your time on 3/23.

Vice Mayor Trivett: Thanked everyone for attending in person and online. The State of the City was a great event. Today is the first day of Spring Break for Wilson County, please be careful. Please visit the Parks webpage for many upcoming events.

Commissioner Hefner: Thanked everyone for attending in person and online. Mt. Juliet does have many talented musicians in town. Thanked Matt Harvell for opening the Honky Tonk Creamery, they offer great music and ice cream. Thanks to everyone for attending the memorial ceremony for the 3/2020 tornado.

Commissioner Milele: She had the wrong link on her agenda notice, and apologized for that. Happy early birthday to her husband.

8. City Manager's Report

City Manager Martin: Thanked everyone for attending. We are very blessed here in Mt. Juliet. Please shop local. Thanked the BoC for their leadership.

9. Unfinished Business - Annexation of 1191 Nonaville Rd

9.A. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE 1191 NONAVILLE ROAD PROPERTY, LOCATED AT 1191 NONAVILLE ROAD, MAP 050 PARCELS 50.00, 98.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

Attachments: [1191 Nonaville - POS](#)

Mayor Maness stated that without objection Items 9 A, B, & C would be read and considered together (Annexation of 1191 Nonaville Road), no objections voiced.

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

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

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

9.B. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.02 ACRES, PROPERTY LOCATED AT 1191 NONAVILLE ROAD, MAP 050, PARCEL 098.00 AND LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY.

Attachments: [1191 Nonaville Rd AX ORD](#)
[1191 Nonaville Rd AX SR](#)
[1191 Nonaville Road Legal Desc](#)
[1191 Nonaville Road Annexation 10 17 24 Exhibit B](#)

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

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

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

9.C. A RESOLUTION IN MEMORANDUM OF ORDINANCE ___ RELATIVE TO THE ANNEXATION OF 1191 NONAVILLE ROAD, MAP 050 PARCELS 50.00, 98.00

Attachments: [Res in Memorandum Relative to Annexation - 1191 Nonaville Rd](#)

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

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

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

10. Unfinished Business - Annexation of 2460 Old Lebanon Dirt Rd

- 10.A.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE 2460 OLD LEBANON DIRT ROAD PROPERTY, LOCATED AT 2460 OLD LEBANON DIRT ROAD, MAP 073 PARCELS 71.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

Attachments: [2460 Old Lebanon Dirt Rd - POS](#)

Mayor Maness stated that without objection Items 10 A, B & C would be read and considered together (Annexation of 2460 Old Lebanon Dirt Road), no objections voiced.

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Scott Hefner

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

- 10.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.32 ACRES, PROPERTY LOCATED AT 2460 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 071.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY..

Attachments: [2460 OLDR City Property AX ORD](#)

[2460 OLDR AX SR](#)

[2460 OLDR Legal Desc](#)

[ROW Old Lebanon Dirt Road Annexation 10 17 24 Exhibit B](#)

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Scott Hefner

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

10.C. A RESOLUTION IN MEMORANDUM OF ORDINANCE ___ RELATIVE TO THE ANNEXATION OF 2460 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 071.00

Attachments: [Res in Memorandum Relative to Annexation - 2460 Old Lebanon Dirt Rd](#)

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Scott Hefner

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

11. Unfinished Business - Annexation, Rezone, and Land Use Amendment of Chrisman Properties

11.A. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE CHRISMAN PROPERTIES PROPERTY, LOCATED AT 9127 LEBANON ROAD MAP 054 PARCELS 63.00, 64.00, 65.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

Attachments: [Chrisman Properties - POS](#)

Mayor Maness stated that without objection Items 11 A, B C, D , & E would be read and considered together (Annexation, Rezone and LUA - Chrisman Properties), with no objections voiced.

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Art Giles

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

11.B. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 3.53 ACRES, PROPERTY KNOWN AS THE CHRISMAN PROPERTY, LOCATED AT 9127 LEBANON ROAD, MAP 054, PARCELS 063.00, 064.00, 065.00 AND LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY.

- Attachments:** [Chrisman Properties AX ORD](#)
- [Chrisman Properties LUA,RZ,AX SR](#)
- [Chrisman Properties Legal Desc](#)
- [Chrisman Properties Exhibit B- Annexation 12-31-24](#)

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

RESULT: ADOPTED
MOVER: Bill Trivett
SECONDER: Art Giles

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

11.C. A RESOLUTION IN MEMORANDUM OF ORDINANCE ___ RELATIVE TO THE ANNEXATION OF THE CHRISMAN PROPERTIES, LOCATED AT 9127 LEBANON ROAD, MAP 054, PARCELS 063.00, 064.00, 065.00

- Attachments:** [Res in Memorandum Relative to Annexation - Chrisman Properties](#)

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

RESULT: ADOPTED
MOVER: Bill Trivett
SECONDER: Art Giles

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

11.D. AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS THE CHRISMAN PROPERTY, LOCATED AT 0 KAREN DRIVE, MAP 054, PARCEL 063.00 FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL

- Attachments:** [Chrisman Property LUA ORD](#)
- [Chrisman Properties LUA,RZ,AX SR](#)
- [Chrisman Properties Legal Desc](#)
- [Chrisman Properties Exhibit B- LUA 12-31-24](#)

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

RESULT: ADOPTED
MOVER: Bill Trivett
SECONDER: Art Giles

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

11.E. AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS THE CHRISMAN PROPERTIES, LOCATED 9127 LEBANON ROAD, APPROXIMATELY 3.53 ACRES, MAP 054, PARCELS 063.00, 064.00, 065.00 FROM RS-40 TO CNS.

- Attachments:** [Chrisman Properties RZ ORD](#)
- [Chrisman Properties LUA,RZ,AX SR](#)
- [Chrisman Properties Legal Desc](#)
- [Chrisman Properties Exhibit B- Rezone 12-6-24](#)

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

RESULT: ADOPTED
MOVER: Bill Trivett
SECONDER: Art Giles

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

12. Unfinished Business

12.A. AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS SILVER SPRINGS PH. 8-13 LOCATED AT 9621 LEBANON ROAD, MAP 054, PARCEL 045.00, FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL.

Attachments: [SilverSpringsPh8 LUA ORD](#)
[Silver Springs Ph8-13 LUA, AX, PUD Amend SR](#)
[Silver Springs Ph. 8-13 Exhibit A- LUA 7-12-24](#)
[Silver Springs LUA - Proof of Publication](#)

A motion was made by Commissioner Milele, seconded by Vice Mayor and Commissioner Trivett, that this Ordinance be recommended for approval to the Board of Commissioners, for 2nd Reading 4/14/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Nay: Commissioner Hefner

13. New Business

13.A. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.5 ACRES OF PROPERTY LOCATED AT 9385 LEBANON ROAD, MAP 054D, GROUP B, PARCEL 001.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

Attachments: [Hayes Property AX ORD](#)
[Hayes Property 9385 Lebanon Rd AX SR PD](#)
[9385 Lebanon Rd - Exhibit A- Annexation 12-16-24](#)
[Hayes Property POS](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be recommended for approval to the Board of Commissioners, for 2nd Reading on 4/14/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Jennifer Milele

SECONDER: Art Giles

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

13.B. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 6.6 ACRES, PROPERTY LOCATED AT 340 JOHN WRIGHT ROAD, MAP 076, PARCEL 054.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

Attachments: [340 John Wright Rd AX ORD](#)
[340 John Wright Rd AX SR](#)
[340 John Wright Rd Exhibit A Annexation 1-15-25](#)
[340 John Wright Rd PoS](#)

A motion was made by Commissioner Hefner, seconded by Vice Mayor and Commissioner Trivett, that this Ordinance be recommended for approval to the Board of Commissioners, for 2nd Reading on 4/14/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Scott Hefner

SECONDER: Bill Trivett

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

13.C.

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 SECTION 5-104.4, DEVELOPMENT STANDARDS FOR SINGLE FAMILY RESIDENTIAL, TO INCLUDE A REQUIREMENT FOR PLAYGROUND FACILITIES IN SINGLE FAMILY RESIDENTIAL SUBDIVISIONS.

Attachments: [ZOA Playground Single Family ORD](#)
[ZOA Playground Single Family SR](#)

Removed under set agenda. Will be 1st Reading when placed on a future agenda.

13.D. AN ORDINANCE REINSTATING ORDINANCE 2020-11 AND EXTENDING THE INITIAL VESTING PERIOD FOR THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, IN THE CITY OF MT. JULIET, TN

Attachments: [Ordinance Reinstating and Extending The District PMDP Ordinance 2020-11](#)

Motion made by Commissioner Milele to amend the 2nd Whereas to state " WHEREAS, the Applicant failed to obtain approval for the Final Master Development plan from the City of Mt. Juliet Planning Commission before the expiration of the initial three-year vesting period set by Tennessee state law, as a result of staff providing inaccurate information regarding the vesting period"; and , 2nd by Mayor Maness.

Commissioner Hefner stated this is state law, the onus is on the applicant to know the state laws. City Attorney Burnett stated yes the applicant should know the law.

Discussion was held.

Vote on Amendment:
Yea: Unanimous

Back on original ordinance as amended one time:

A motion was made by Commissioner Milele, seconded by Vice Mayor and Commissioner Trivett, that this Ordinance be recommended for approval to the Board of Commissioners, for 2nd Reading on 3/24/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Nay: Commissioner Giles, and Commissioner Hefner

13.E. AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR A PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP

Attachments: [2025- Amd buget for CH needs assess Architect Workshop Mt.Juliet City Hall Space Needs Assessment Agreement](#)

Motion made by Mayor Maness to amend said ordinance to \$63,000.00 and change the Department Name to City Manager as recommended by City Attorney Burnett, 2nd by Vice Mayor Trivett.

Discussion was held.

Vote on Amendment:Yea: Unanimous

Commissioner Giles stated that many members of the BoC travels. Feels they need more leeway to meet on the Commissioners' timeline.

Discussion was held.

Commissioner Giles state he would like this to start after the budget passes.

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be recommended for approval to the Board of Commissioners, for 2nd Reading on 3/24/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Jennifer Milele

SECONDER: Art Giles

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

13.F. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP FOR A SPACE NEEDS STUDY FOR A PROPOSED CITY HALL

Attachments: [Res needs analysis for a new City Hall](#)
[Mt.Juliet City Hall Space Needs Assessment Agreement](#)

James Kennon, Architect Workshop addressed the BoC and stated they feels it will take 2 meetings, they do realize they have to work with the BoC schedules to be sure it works for the BoC. This is a consensus building process so the BoC can hear everything. We will visit other City Halls to see how they are set up. We will have a spreadsheet with all the rooms and square footage and they provide a graphic to see if it works. This then becomes a talking piece to see who needs to be located next to each other and who needs to be accessible to the public.

Commissioner Milele questioned City Manager Martin, and if there is still a hiring freeze? City Manager Martin stated yes, except when there is a replacement if someone leaves.

Discussion was held.

A motion was made by Vice Mayor and Commissioner Trivett, seconded by Commissioner Milele, that this Resolution be recommended for approval . The motion carried by the following vote:

RESULT: ADOPTED
MOVER: Bill Trivett
SECONDER: Jennifer Milele

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

13.G. A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND BOWEN ENGINEERING CORPORATION FOR THE CONSTRUCTION OF AN EQUALIZATION BASIN AND PUMP STATION LOCATED ON OLD LEBANON DIRT ROAD AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

- Attachments:** [2025-03-10, EQ Basin Resolution](#)
[2025-03-10, EQ Basin Resolution - Exec Summary Agreement](#)
[Bowen proposal WMS#23135](#)
[Bid tab #23135](#)
[Award Recommendation Letter](#)

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

RESULT: ADOPTED
MOVER: Bill Trivett
SECONDER: Art Giles

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

14. Appointments

14.A. Alcoholic Beverage Board Appointment

- Attachments:** [Sec. 4 28. Membership terms.](#)

Mayor Maness appointed Preston George to the Alcoholic Beverage Board.

A motion was made by Commissioner Giles, seconded by Vice Mayor and Commissioner Trivett, that this Appointment be approved. The motion carried by the following vote:

RESULT: APPROVED
MOVER: Art Giles
SECONDER: Bill Trivett

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

Nay: Commissioner Hefner

15. Adjournment

At 7:11 PM

Mayor James Maness

City Recorder Sheila S. Lockett, MMC



Mt. Juliet, Tennessee

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

Staff Report

File #: 1108
10.A.

Agenda Date: 3/24/2025

Agenda #:

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR A PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP

ORDINANCE 2025-_____

**AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET
ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR A PROFESSIONAL
SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP**

WHEREAS the City of Mt. Juliet Board of Commissioners desires to conduct a space needs assessment for a proposed City Hall; and

WHEREAS, the City has selected The Architect Workshop to perform the assessment; and

WHEREAS, The Architect Workshop has submitted a proposal in the amount of **\$63,000**; and

WHEREAS, the Board desires to approve the proposed total and amend the budget accordingly.

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

Section 1. The 2024/2025 Budget Ordinance (Ordinance 2024-25) is hereby amended as follows:

General Fund – City Manager

Increase the Following Expenditures:

110-41320-200	Contractual Services	\$ 63,000.00
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Decrease the Fund Balance:

110-27100	Fund Balance	\$ 63,000.00
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Section 2. The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

Samantha A. Burnett
City Attorney

05 March 2025

Kenny Martin
City Manager
City of Mt. Juliet, TN

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

Space Needs Study

City of Mt. Juliet Proposed City Hall

PROFESSIONAL SERVICES AGREEMENT

We appreciate the opportunity to provide this agreement and are looking forward to continuing working with the City of Mt. Juliet to analyze the existing city hall facility and prepare a space needs study for a replacement facility to address current and projected growth over the next 10-20 years. The Architect Workshop, pllc (the Architect) proposes to provide professional architectural and related services as described below. This agreement shall define the scope of services, roles responsibilities and compensation for the requested services.

Scope of Services:

Space Needs assessment and related documentation refer to attached detail for scope of services and deliverables.

Schedule

We propose the development of space needs will require over 300 hours of our time, depending on the speed of city staff responding to questionnaires and scheduling of meetings, a study of this scale should take approximately 6-8 weeks. We find that the review periods and meeting schedules drive the over schedule more than our work efforts. If there are specific dates the city is wanting to meet, we can review to see if we can provide a more compressed schedule

Fees

Based on the proposed scope of services we propose to provide these professional services for a lump sum of \$61,000 plus reimbursable expenses. If there are any additional services, we will provide a separate proposal at the time they are requested.

We appreciate the opportunity to provide you with this agreement. If all of this is satisfactory to you, please sign and return this form authorizing the Workshop to proceed with the professional services as described above. If you have any questions, please call, and thank you again for your trust in our skills.

Sincerely,


J. E. Kennon, jr. AIA
for the architect **WORKSHOP**, pllc

04 March 2025

Date

Authorized Representative for the City of Mt. Juliet, Tennessee

Date

ATTACHMENTS:

DETAILED Scope of Services
Terms and Conditions of Agreement
Architect Hourly Rates and Reimbursables Rate

Detailed Scope of Services

The following shall define the scope of services to the agreement for proposed space needs study for a city hall

		venue
Task 1: Discovery		
Kick off meeting to schedule and sequence space study		Mtg 01
<i>travel</i>		travel
Identify / request / review background data (organizational / staffing charts, fleet data, management reports, operational assessments etc.)		office
Review and synthesize data from city to prepare questionnaires and for interviews		office
Prepare staff questionnaires with emphasis on evolving operational needs		office
Issue questionnaires and manage their return and follow up		office
Review and synthesize data from completed questionnaires		office
field trip to visit similar city halls as case studies		Mtg 02
<i>travel</i>		travel
walk and measure existing building - determine existing space sizes, work flow, relationships of department, other inefficiencies		Mtg 03
<i>travel</i>		travel
Review and synthesize data from existing building		office
Develop proposed space standards for work areas and offices		office
Review with City conclusions of analysis and propose prototype office and work area sizes and types		MTG 04
<i>travel</i>		travel
Prepare and schedule two day on site staff interview workshop		office
On-site staff interview workshop 01		MTG 05
<i>travel</i>		travel
On-site staff interview workshop 02		MTG 06
<i>travel</i>		travel
document staff interview workshop findings		office
<i>sub-total hours projection</i>	126	hours
<i>sub-total fee projection</i>	\$ 25,650	
Task 2: Space Needs Data Synthesis		
Using input from workshop develop proposed space needs		office
Develop proposed adjacency diagrams		office
Refine proposed office and workspace prototypes		office
Review with City first draft of proposed space needs and adjacency diagrams		MTG 07
<i>travel</i>		travel
Update proposed space needs and diagrams based on review		office
Review with City updated draft of proposed space needs and adjacency diagrams		MTG 08
<i>travel</i>		travel
<i>sub-total hours projection</i>	102	hours
<i>sub-total fee projection</i>	\$ 20,200	

		venue
Task 3: Documentation		
Prepare final documentation of study		
work product outline and tasks		
a. index and executive summary		office
b. methodology / trends /case studies		office
b. Recommended design guidelines/ staff goals/aspirations		office
d. Illustrated space standards		office
e.. Square footage spreadsheets		office
f. Adjacency diagrams		office
prepare visual presentation for committee, commission, etc		office
presentation to requested groups (meeting 01)		MTG 09
travel		travel
presentation to requested groups (meeting 02)		MTG 10
travel		travel
	<i>sub-total hours projection</i>	75 hours
	<i>sub-total fee projection</i>	\$ 15,150

Total Projected Professional Hours **303** hours

Total Professional Services Fees **61,000**

Reimbursable Expenses Budget (w/10% administrative fee): **\$ 2,000**

mileage 70 cents/mile typical mileage 40 miles roundtrip 10 meetings
 misc. reimbursables, additional travel, printing, etc

Notes:

1. Assumption that on-site staf and user group interview workshops to be conducted in current council chambers and scheduled to occur on two days concurrently
2. Existing building evaluation will be limited to understanding the current operational needs & shortcomings, no drawings prepared only spreadsheet analysis
3. Future growth of staffing needs to be furnished by city
4. The above fee assumes the final deliverable will be a "space needs" type study. It will assign square footagage allowances per work areas and related support spaces, based on the city furnished staff growth and service needs. It will assess space implications of changes to operational models (such as a "service first" public counter. It is to be used for basic decision making to determine efficiencies. Prior to any eventual design it is recommended that a detail room data study be developed to provide detail requirements for each space type, including but not limited to furniture, data and technology, security, heating cooling and lighting criteria.

deliverables

1. Space needs will utilize staffing projections (furnished by City) and identify number of, and size of, rooms including offices and workstations (without drilling down into specifics of office equipment, files etc.)
2. Bulk adjacency diagrams showing relationships of major spaces and departments to each other to accommodate desired relationships for work flow and public access
3. projected site needs and parking needs based on conclusions of staff and service growth over the time period for the space needs projections
4. space needs based on space standards (space standards to be based on discussion with the City about space standards establishing roles and positions criteria for types of works space (who gets private offices, vs open offices, vs shared offices and open shared spaces)

exclusions

1. Preparation of detailed room data sheets (specifics of office equipment, files, etc.)
2. Preparation of highly detailed spreadsheets (won't say how many file cabinets etc.)
3. Preparation building and/or site concept plans, to validate space needs will "fit" on proposed site

Terms and Conditions of Agreement (the keep the insurance agents and the lawyers happy section)

The following describe the terms and conditions of the professional services agreement between **The Architect WORKSHOP, PLLC** [*the Architect*] and **City of Mt. Juliet, Tennessee** [*the Client*] for the professional services as related to the scope of services described in the agreement to which these terms are attached.

Architect's Responsibilities: The Architect shall provide the professional services as set forth in this agreement. The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same of similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The Architect shall not be responsible for the Client's directives, or substitution, or Client's acceptance of non-conforming work, made without the Architect's acceptance.

Client's Responsibilities: The Client shall coordinate the services of their own consultants with those services provided by the Architect. The Client shall require that the consultants retained by the Client maintain professional liability insurance as appropriate to the services provided. The Client shall furnish tests, inspections and reports required by law or the authorities having jurisdiction over the project. The Client shall maintain commercial general liability insurance. The Client shall be solely responsible for the management and coordination of the construction of the project

Billings and Payments: The Architect's professional services invoices for services shall be submitted, on at least a monthly basis, Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, the Architect may, without waiving claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of services.

Unpaid accounts may be subject to a monthly service charge of 1.5% of the unpaid balance (18.0% true annual rate), at the sole discretion of the Architect. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Reimbursable Expenses: Reimbursable Expenses are in addition to compensation for professional services, and include, but not limited to, expense of transportation, greater than 50 miles from the Architect's office, in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage, and handling of drawings in connection with the project. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by the Architect.

Insurance: The Architect shall secure and endeavor to maintain insurance as identified below as related to the performance of professional services under this agreement. The Architect shall provide certificates and appropriate endorsements upon execution of this agreement and require the minimum insurance coverage listed below of any sub-consultants. General liability and Automobile Liability Insurance minimum coverage amounts of \$1,000,000 each occurrence and general aggregate. Client will be named an additional insured on these policies with respect to this work. Professional Liability Insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. Statutory workers' compensation insurance, including employer's liability coverage with minimum limits of \$1,000,000 when legally required of the Architect or its sub-consultants.

Termination of Services: This agreement may be terminated by the Client or the Architect upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of, the Architect, the Client shall compensate, the Architect for services performed prior to termination, together with the Architect's reimbursable expenses. So long as the Architect has been paid as required herein for services performed to the date of termination, the Architect shall provide a copy of its reports and drawings (as they exist at termination) to the Client.



Dispute Resolution: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, in accordance with the Construction Industry Mediation Procedures. If the parties do not resolve a dispute through mediation, the dispute shall be resolved in a court of competent jurisdiction.

Notwithstanding an intentional tort, it is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect and its sub-consultants, a professional limited liability corporation, and not against any of the Architect's individual employees, officers or directors.

Applicable Law: Unless otherwise provided, this agreement shall be governed by the law of the laws of the State of Tennessee. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Ownership of Documents: The Owner acknowledges the Architect's documents, including electronic files, as the work papers of the Architect and the Architect's instruments of professional service. Nevertheless, the final documents prepared and delivered to the Owner under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Architect. Transfer of the electronic files to the Owner shall not limit the Architect's rights to use the documents in marketing, business development or in any other manner.

Under no circumstances shall the transfer of ownership of the Architect's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Architect's rights in any of the foregoing, as described by in section 102 of the 1990 Architectural Works Copyright Protection Act, absent the Architect's express prior written consent.

An original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design but does not include individual standard features or design elements that are functionally required.

Publication Recognition: The Client agrees to credit the Architect for design in all subsequent marketing publications, websites, etc. to the best of their ability.



hourly rates

effective 01 January 2025 *(rates reviewed and adjusted annually)*

principal architect	\$ 230	per hour
project architect	\$ 175	per hour
support staff	\$ 175	per hour

reimbursable expenses

printing, plotting, document reproductions	cost plus 10%
out-of-town travel and expenses	cost plus 10%
travel more than 20 miles from the workshop, otherwise	cost plus 10%





Mt. Juliet, Tennessee

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

Staff Report

File #: 1104
11.A.

Agenda Date: 3/24/2025

Agenda #:

Title:

AN ORDINANCE REINSTATING ORDINANCE 2020-11 AND EXTENDING THE INITIAL VESTING PERIOD FOR THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, IN THE CITY OF MT. JULIET, TN

ORDINANCE 2025 –

AN ORDINANCE REINSTATING ORDINANCE 2020-11 AND EXTENDING THE INITIAL VESTING PERIOD FOR THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, IN THE CITY OF MT. JULIET, TN

WHEREAS, the City of Mt. Juliet Board of Commissioners previously passed Ordinance 2020-11 on March 9, 2020 thereby approving the Preliminary Master Development Plan PUD for The District located at 108 Stoney Creek Road (Map 072P, Parcels 028.00, 028.01, 028.02, 028.03, and 028.04); and

WHEREAS, the applicant failed to obtain approval for the Final Master Development Plan from the City of Mt. Juliet Planning Commission before the expiration of the initial three-year vesting period set by Tennessee state law, as a result of staff providing inaccurate information regarding the vesting period; and

WHEREAS, the Applicant has requested to have the originally passed Preliminary Master Development Plan (Ordinance 2020-11) reinstated as is and to have the initial three-year vesting period (to obtain Final Master Development Plan approval, secure necessary permits, and commence site preparations) extended; and

WHEREAS, the Board of Commissioners desires to reinstate Ordinance 2020-11 for the Preliminary Master Development Plan of The District; and

WHEREAS, the Board of Commissioners desires to extend the initial vesting period for The District to September 24, 2025 for the Applicant to (1) obtain Final Master Development Plan approval; (2) secure necessary permits; and (3) commence site preparations; and

WHEREAS, all other vesting periods and plan expirations will be calculated pursuant to Tennessee state law and the City of Mt. Juliet Land Development Code.

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

Section 1. Ordinance 2020-11 is reinstated for the Preliminary Master Development Plan of the District located at 108 Stoney Creek Road.

Section 2. The initial vesting period for the Preliminary Master Development Plan of The District is extended to September 24, 2025 for the Applicant to:

- (1) obtain Final Master Development Plan approval;
- (2) secure necessary permits; and
- (3) commence site preparations.

All other vesting periods and plan expirations shall be calculated pursuant to Tennessee state law the City of Mt. Juliet Land Development Code.

CHANGES/AMENDMENTS FROM FIRST READING IN RED TEXT

BE IT FURTHER ORDAINED:

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

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

PASSED:

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

Sheila S. Lockett, MMC, City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

ORDINANCE NO 2020-11

AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, MAP 072P, PARCEL 028.00, 028.01, 028.02, 028.03 AND 028.04, IN THE CITY OF MT. JULIET, WILSON COUNTY, TN.

WHEREAS, the Regional Planning Commission considered this request during their meeting of January 16, 2020 and forwarded a positive recommendation for approval to the Board of Commissioners by a vote of 8-0-0 and;

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property from RM-8 and CTC-PUD to CTC-PUD and approve the Preliminary Master Development Plan PUD for Map 072P, Parcel 028.00, 028.01, 028.02, 028.03 and 028.04.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON MARCH 9, 2020 as follows:

SECTION 1. – REZONING. Ordinance No. 2012-44 (Zoning Map), adopted July 23, 2012, be and is hereby amended, and altered by rezoning those certain parcels of real property in the The District property located at 108 Stoney Creek Road, described below and on Exhibit C dated January 9, 2020, (attached) RM-8 and CTC-PUD to CTC-PUD with the following conditions:

Planning & Zoning Department:

1. All Planning/Zoning comments are to be addressed before 1st Board of Commissioners meeting.
2. Staff does not recommend the layout for Units 62-74, 6-11 3, 30, 14, 14, 50, 51. Staff requests that a 22' driveway be provided for these units or on street parking in close proximity to the unit.
3. Clarify setbacks. The site data table and typical lot details do not match.
4. Correct the land use information in the table on C2-00.
5. The Planning Commission grants approval of the requested variances: 1.) to eliminate the required landscape buffer fence in the floodplain and; 2.) to permit a veterinary service on a lot which adjoins residential uses.
6. Provide elevations of all four sides of the proposed structures, including the clubhouse, mail kiosk, and commercial building.
7. All structures shall comply with the City's design guidelines.
8. All dumpster enclosures shall comply with the City's dumpster ordinance.
9. Should the units in the development not be individually owned, they shall comply with the City's multi-family development standards. No person or company shall own more than

- two units, and no more than 10% of the total units shall be rentals, including short term/Air BNB type rentals.
10. The development shall comply with the requirements of the City's mixed-use ordinance, section 6-104.1.
 11. Utility meters shall be screened with bricked wall from public view (see Bridgemill development for reference).
 12. No wooden fencing shall be permitted. Alternative material shall be submitted with the FMDP.
 13. Commercial building shall be completed and operational before the 8th Certificate of Occupancy is issued for the townhomes.
 14. Mail kiosk shall be placed under a covered structure and be well lit.
 15. Residential driveways shall be a minimum of 22' in length between the garage door and the sidewalk.
 16. A tree preservation plan shall be provided, including a minimum of 20' no disturbance buffer around the entire perimeter of the site. In those areas, supplemental plantings can be installed to meet the intent of the Transitional Protective Yard requirements, including the required fence.
 17. Provide a phasing plan.
 18. Provide landscaped screening around stormwater features. This will be further discussed with FMDP.
 19. Commercial design standards shall be adhered to.
 20. Label trailhead parking onsite with decorative signage.
 21. Work with Mt. Juliet Church of Christ to provide sidewalk section connecting Mt. Juliet Church of Christ greenway to N Mt. Juliet Road to improve connectivity in area. This will be a route heavily used by pedestrians to get to train station and future commercial sites.

PW Comments:

1. Stoney Creek Road shall be constructed to the City's Access Street standard with a 50 foot ROW.
2. Stoney Creek Road between Old Mt. Juliet Road and the roundabout shall be a public street. All other proposed streets shall be private.
3. Anywhere there is proposed perpendicular parking (18 foot parking stalls) the drive aisle shall be a minimum of 25 feet wide.
4. All 2 way traffic aisles to be a minimum of 22' wide.
5. When parking is adjacent to the sidewalk, sidewalk to be 7' wide minimum.
6. The developer has agreed to the following off-site improvements:
 - a. 5 foot wide sidewalk along the west side of Old Mt. Juliet Road from this site to Old Lebanon Dirt Road.
 - b. Widen Old Mt. Juliet road to provide 12 foot travel lanes, 2.5 foot curb & gutter along the west side, and a 2 foot shoulder along the east side from this site to Old Lebanon Dirt Road (26 feet of asphalt pavement width).
 - c. Widen Old Mt. Juliet Road to provide separate southbound left and right turn lanes at Old Lebanon Dirt Road. Provide a minimum of 100 foot turn lane storage with appropriate tapers.
 - d. A 10 foot wide greenway shall be constructed along Stoners Creek between Old Mt. Juliet Road and the existing greenway at Hickory Station Townhomes. This

improvement is subject to property owner approval and the ability to acquire a public access easement on the subject properties.

7. Provide a 20' wide public access easement for the greenway.
8. Provide an updated sewer availability letter.
9. Fences in the floodplain should be designed so that they do not inhibit the flow of water.

WWUD Comments:

1. There are no proposed water lines shown.
2. WWUD will serve.
3. Offsite improvements may require additional offsite water line work.

SECTION 2. – EXHIBIT A. The Preliminary Master Development Plan for The District Property rezone consisting of one (1) sheet and dated January 9, 2020, except as modified herein and explicitly on the approved Preliminary Master Development Plan The PMDP shall comply with the Zoning Ordinance, be in substantial conformance with Exhibit A, attached hereto, all other applicable rules, regulations and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

SECTION 3. – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on March 9, 2020 at 6:15 p.m.

BE IT FURTHER ORDAINED

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

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

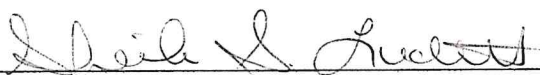
PASSED: 3/9/2020


Ed Hagerty, Mayor

FIRST READING: 2/10/2020

SECOND READING: 3/9/2020

ATTEST:


Sheila S. Lockett, MMC
City Recorder


Kenny Martin, City Manager

APPROVED AS TO FORM:



L. Gino Marchetti, Jr.
City Attorney



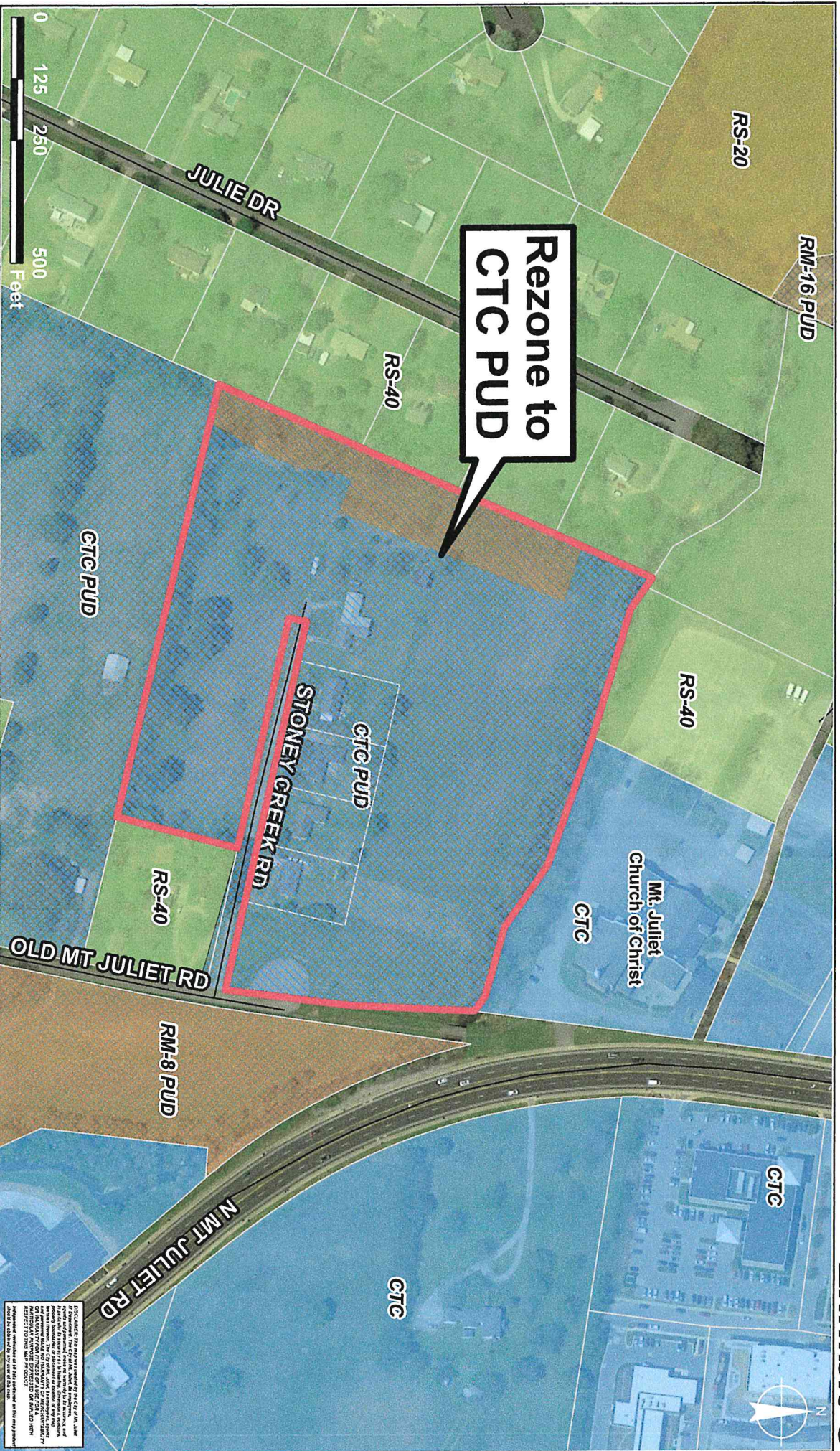
The District- PMDP Exhibit A



DISCLAIMER: This map was prepared by the City of Mount Juliet, Tennessee, and is provided for informational purposes only. It is not intended to be used as a legal document. The City of Mount Juliet, Tennessee, and its officials assume no liability for any errors or omissions in this map. The City of Mount Juliet, Tennessee, and its officials do not warrant the accuracy, completeness, or reliability of the information contained in this map. The City of Mount Juliet, Tennessee, and its officials do not accept any responsibility for any damages, including consequential damages, arising from the use of this map. The City of Mount Juliet, Tennessee, and its officials do not accept any responsibility for any damages, including consequential damages, arising from the use of this map.



The District- Rezone Exhibit C



DISCLAIMER: The map provided by the City of Juliet, Alabama, is for informational purposes only. It is not intended to be used as a legal document. The City of Juliet is not responsible for any errors or omissions on this map. The City of Juliet is not responsible for any actions taken based on this map. The City of Juliet is not responsible for any damages, including but not limited to, property damage, personal injury, or death, resulting from the use of this map. The City of Juliet is not responsible for any actions taken based on this map. The City of Juliet is not responsible for any damages, including but not limited to, property damage, personal injury, or death, resulting from the use of this map.

M E M O R A N D U M



Date: January 16, 2020

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jon Baughman, Deputy Planner

Re: The District (Formerly Stoney Creek Town Center)
PMDP
Map – 72P
Parcel- 28.00

Request: Submitted by Kimley Horn, on behalf of Tullit Investments, the applicant is seeking preliminary master development plan, rezoning and land use map amendment approval for property located at 108 Stoney Creek Road. The development will consist of 78 individually owned townhomes and a 7,000 sq. ft. Indoor Dog Daycare Facility on approximately 12.66 acres.

Analysis: The site is presently mostly undeveloped except for four existing homes along Stoney Creek Road. The site is located west of Mt. Juliet Road, along Stoney Creek Road. The current zoning is CTC PUD for the majority of the site with RM-8 PUD along the western property line. This application is for an entirely new PUD for this property.

The proposal consists of 78 units and a density of 6.16 dwelling units per acre. The northern portion of the site is encumbered by the 100-year floodplain. The setbacks listed in the site data table on sheet C2-00. The applicant is requesting 5' setbacks along Stoney Creek to provide a "Town Center" to the development and promote walkability.

Crawford Senior Living PMDP: A previous PUD, including townhomes and a senior living facility was approved in 2014 but never developed (Ord. No. 2014-74). This proposal does not have the exact same footprint as the Crawford Senior Living PMDP. Several acres of RM-8 and CTC zoned property, south of this proposal, will remain unaffected by this PUD (Sheet C2-40).

Land Use Amendment: The existing land use classification is commercial town center for the majority of the site and high density residential for the western-most portion of the site (matching the zoning for the Crawford Senior Living PUD). The applicant is seeking a land use amendment which will result in the entire site becoming Town Center. Any portion of this site that is currently identified on the Land Use Plan as Parks and Greenway shall remain that way.

Zoning: Current zoning, the site is zoned both RM-8 PUD and CTC PUD, in accordance with the original Crawford PUD. The applicant has requested the entire site (12.66 acres) be rezoned to CTC-PUD.

Multifamily Design Guidelines: Section 5-104.1 of the City's zoning ordinance does not apply to individually owned units. However, the applicant has proposed an amenity center with pool and other open space improvements as required in this section. Should the units in this development not be individually owned, they shall adhere to ALL the guidelines set forth in this section.

Mixed Use Development Standards: For a Mixed Use Site, at least 10% of the total entire site shall be commercial. After hearing concerns from staff regarding the previous proposal for this development, the applicant has responded by providing a 7,000 sq ft building on 1.37 acres to be utilized as a Dog Daycare facility. The facility also includes two fenced areas for large and small dog play areas, and private runs. Twenty four (24) parking spaces have been provided, which meets code. Proposed Density for this development is 6.16 dwelling units per acre.

Parking: The site is significantly overparked (180 spaces required; 359 spaces provided). Stall dimensions are not provided. The townhomes will include front parked, rear loaded and detached garage varieties. The plan indicates ample visitor parking throughout the site as well as spaces dedicated for trailhead users. Staff does have concerns about parking for the units with detached garages and addresses this concern below.

Amenities: Proposed amenities include a bocce ball court, putting green, multi-use path, an offsite 12' wide greenway in a 15' wide easement, a 1,250sq. ft. pool, a 2,050 sq. ft. clubhouse and passive park and open space. A tot lot or playground shall be required.

Off-Site Improvements: Off-site improvements include a 5' wide sidewalk along the western side of Old Mt. Juliet Road to Old Lebanon Dirt Road, 12 foot travel lanes with 2.5 foot curb & gutter along the west side and a 2 foot shoulder along the east side of Old Mt. Juliet Road to Old Lebanon Dirt Road, left and right turn lanes on Old Mt. Juliet Road at Old Lebanon Dirt Road and a greenway to Hickory Station along Stoner Creek.

Variances Requested: The plan lists three variances:

1. That the required transitional protective yard be installed without a fence in the floodplain. Staff is in favor of approving this variance.
2. Variance to Article 3-104-7-2-e;

Animal care and veterinary services. In all districts where authorized as a use permitted with supplemental provisions (SUP), uses classified in the animal care activity type shall be subject to the following supplementary regulations:

 - a. All animal care uses shall occur in completely walled and roofed structures, except that completely fenced exercise yards may be provided as specified in subpart b of this section, below.
 - b. Exercise yards shall be completely fenced and screened from all abutting lots and streets. Exercise yards shall not be used for overnight accommodations. The use of exercise yards shall be restricted to the hours of 8:00 a.m. to 8:00 p.m.

- c. Animal care boarding facilities shall be restricted to domesticated animals that have an adult weight not exceeding 200 pounds.
- d. The design of animal care facilities shall provide for the off-street pickup and drop off of animals.
- e. Animal care, veterinary office and services shall be strictly prohibited should the lot on which the facility is situated adjoin any residentially zoned property unless the residential property is unoccupied.

Staff supports this request as the commercial portion of this development shall be completed at 10% buildout. The intent of this supplemental provision is to protect existing residents from noise and other nuisance caused by this type of use, should a vet or animal care user want to locate on an abutting property. Considering the Dog Day Care will be in operation before 90% of the residential units are given a CO, the future residents will be fully aware of the nature of the business and of course the user of the building. At staff's request, the applicant has also agreed to heavily landscape the outdoor play yards (as shown on Sheet C2-30) to help minimize noise from those locations.

Site Design: Access to this site will be via Old Mt. Juliet Road off of Old Lebanon Dirt Road. A portion of Stoney Creek and Old Mt. Juliet Road are proposed to be public roads and the remaining roads, private. The central private roadway is stubbed to the south for future connectivity potential. Sidewalk connectivity throughout the site is good.

One dumpster is proposed to service the dog day care; residents will have curbside pickup. The proposed dumpster enclosure shall meet the requirements of the City's ordinance, including brick to match the buildings, pedestrian doors and metal gates.

The plans include notes which states all lighting and signage shall be black, powder coated, and decorative in nature.

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The typical lot details are provided. The types of buildings proposed include:

1. rear loaded with a two car, detached garage;
2. rear loaded with a two car parking pad;

Staff does not recommend the layout for Units 62-74, 6-11 3, 30, 14, 14, 50, 51. Staff requests that a 22' driveway be provided for these units.

Recommendation: Staff supports the Land Use Amendment from High Density Residential to Town Center. The proposed plan meets the Mixed Use requirements and the applicant has addressed expressed at the December Planning Commission meeting. Should the applicant agree to all of staff recommends approval of the rezone request from RM-8 to CTC PUD (westerly property line) and PMDP with the following conditions:

Planning & Zoning Department:

1. All Planning/Zoning comments are to be addressed before 1st Board of Commissioners meeting.
2. Staff does not recommend the layout for Units 62-74, 6-11 3, 30, 14, 14, 50, 51. Staff requests that a 22' driveway be provided for these units or on street parking in close proximity to the unit.
3. Clarify setbacks. The site data table and typical lot details do not match.
4. Correct the land use information in the table on C2-00
5. Staff does support approval of requested variance.
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7. All structures shall comply with the City's design guidelines.
8. All dumpster enclosures shall comply with the City's dumpster ordinance.
9. Should the units in the development not be individually owned, they shall comply with the City's multi-family development standards.
10. The development shall comply with the requirements of the City's mixed-use ordinance, section 6-104.1.
11. Utility meters shall be screened with bricked wall from public view. (see Bridgemill development for reference)
12. No wooden fencing shall be permitted. Alternative material shall be submitted with the FMDP.
13. Commercial building shall be completed and operational before the 8th Certificate of Occupancy is issued for the townhomes.
14. Mail kiosk shall be placed under a covered structure and be well lit.
15. Residential driveways shall be a minimum of 22' in length between the garage door and the sidewalk.
16. A tree preservation plan shall be provided, including a minimum of 20' no disturbance buffer around the entire perimeter of the site. In those areas, supplemental plantings can be installed to meet the intent of the Transitional Protective Yard requirements, including the required fence.
17. Provide a phasing plan.
18. Provide landscaped screening around stormwater features. This will be further discussed with FMDP.
19. Commercial design standards shall be adhered to.
20. Label trailhead parking onsite with decorative signage.
21. Work with Mt. Juliet Church of Christ to provide sidewalk section connecting Mt. Juliet Church of Christ greenway to N Mt. Juliet Road to improve connectivity in area. This will be a route heavily used by pedestrians to get to train station and future commercial sites.

PW Comments:

1. Stoney Creek Road shall be constructed to the City's Access Street standard with a 50 foot ROW.
2. Stoney Creek Road between Old Mt. Juliet Road and the roundabout shall be a public street. All other proposed streets shall be private.
3. Anywhere there is proposed perpendicular parking (18 foot parking stalls) the drive aisle shall be a minimum of 25 feet wide.
4. All 2 way traffic aisles to be a minimum of 22' wide.
5. When parking is adjacent to the sidewalk, sidewalk to be 7' wide minimum.
6. The developer has agreed to the following off-site improvements:
 - a. 5 foot wide sidewalk along the west side of Old Mt. Juliet Road from this site to Old Lebanon Dirt Road.
 - b. Widen Old Mt. Juliet road to provide 12 foot travel lanes, 2.5 foot curb & gutter along the west side, and a 2 foot shoulder along the east side from this site to Old Lebanon Dirt Road (26 feet of asphalt pavement width).
 - c. Widen Old Mt. Juliet Road to provide separate southbound left and right turn lanes at Old Lebanon Dirt Road. Provide a minimum of 100 foot turn lane storage with appropriate tapers.
 - d. A 10 foot wide greenway shall be constructed along Stoners Creek between Old Mt. Juliet Road and the existing greenway at Hickory Station Townhomes. This improvement is subject to property owner approval and the ability to acquire a public access easement on the subject properties.
7. Provide a 20' wide public access easement for the greenway.
8. Provide an updated sewer availability letter.
9. Fences in the floodplain should be designed so that they do not inhibit the flow of water.

WWUD Comments:

1. There are no proposed water lines shown.
2. WWUD will serve.
3. Offsite improvements may require additional offsite water line work.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1055
11.B.

Agenda Date: 3/24/2025

Agenda #:

Title:

AN ORDINANCE TO RECONSIDER THE CERTIFICATE OF OCCUPANCY CONDITIONS OF ORDINANCE 2020-11 WHICH ESTABLISHED THE ZONING AND PUD OVERLAY FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD

ORDINANCE NO. _____

AN ORDINANCE TO RECONSIDER THE CERTIFICATE OF OCCUPANCY CONDITIONS OF ORDINANCE 2020-11 WHICH ESTABLISHED THE ZONING AND PUD OVERLAY FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD

WHEREAS, Ordinance 2020-11, adopted March 9, 2020, established the zoning and PUD overlay for the District PUD being located at 108 Stoney Creek Road; and

WHEREAS, per the Ordinance, the following Planning and Zoning Department condition was placed on the development as number 13:

“Commercial building shall be completed and operational before the 8th Certificate of Occupancy is issued for the townhomes.”

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to change condition number 13 to the following:

“Commercial building shall be completed and operational before the 38th Certificate of Occupancy is issued for the townhomes.”

WHEREAS, per the Ordinance, the following Public Works condition was placed on the development as number 6(d):

The developer has agreed to the following off-site improvements . . . A 10 foot wide greenway shall be constructed along Stoners creek between Old Mt. Juliet Road and the existing greenway at Hickory Station Townhomes. This improvement is subject to property owner approval and the ability to acquire a public access easement on the subject properties.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to change condition number 6(d) to the following:

The developer has agreed to the following off-site improvements . . . A 10 foot wide greenway shall be constructed along Stoners creek between Old Mt. Juliet Road and the existing greenway at Hickory Station Townhomes. This improvement is subject to property owner approval and the ability to acquire a public access easement on the subject properties. The greenway shall be completed before the 38th Certificate of Occupancy is issued for the townhomes.

WHEREAS, the City of Mt. Juliet deems it necessary and appropriate to revise the Certificate of Occupancy requirement to ensure the project’s success and alignment with City development standards.

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

SECTION 1. Planning & Zoning Department Condition No. 13 be revised to reflect completion of the commercial building before the “38th Certificate of Occupancy is issued for the townhomes.”

SECTION 2. Public Works Condition No. 6(d) be revised to add “The greenway shall be completed and operational before the 38th Certificate of Occupancy is issued for the townhomes.”

SECTION 2. 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.

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Luckett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

Samantha A. Burnett
City Attorney

ORDINANCE NO 2020-11

AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, MAP 072P, PARCEL 028.00, 028.01, 028.02, 028.03 AND 028.04, IN THE CITY OF MT. JULIET, WILSON COUNTY, TN.

WHEREAS, the Regional Planning Commission considered this request during their meeting of January 16, 2020 and forwarded a positive recommendation for approval to the Board of Commissioners by a vote of 8-0-0 and;

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property from RM-8 and CTC-PUD to CTC-PUD and approve the Preliminary Master Development Plan PUD for Map 072P, Parcel 028.00, 028.01, 028.02, 028.03 and 028.04.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON MARCH 9, 2020 as follows:

SECTION 1. – REZONING. Ordinance No. 2012-44 (Zoning Map), adopted July 23, 2012, be and is hereby amended, and altered by rezoning those certain parcels of real property in the The District property located at 108 Stoney Creek Road, described below and on Exhibit C dated January 9, 2020, (attached) RM-8 and CTC-PUD to CTC-PUD with the following conditions:

Planning & Zoning Department:

1. All Planning/Zoning comments are to be addressed before 1st Board of Commissioners meeting.
2. Staff does not recommend the layout for Units 62-74, 6-11 3, 30, 14, 14, 50, 51. Staff requests that a 22' driveway be provided for these units or on street parking in close proximity to the unit.
3. Clarify setbacks. The site data table and typical lot details do not match.
4. Correct the land use information in the table on C2-00.
5. The Planning Commission grants approval of the requested variances: 1.) to eliminate the required landscape buffer fence in the floodplain and; 2.) to permit a veterinary service on a lot which adjoins residential uses.
6. Provide elevations of all four sides of the proposed structures, including the clubhouse, mail kiosk, and commercial building.
7. All structures shall comply with the City's design guidelines.
8. All dumpster enclosures shall comply with the City's dumpster ordinance.
9. Should the units in the development not be individually owned, they shall comply with the City's multi-family development standards. No person or company shall own more than

- two units, and no more than 10% of the total units shall be rentals, including short term/Air BNB type rentals.
10. The development shall comply with the requirements of the City's mixed-use ordinance, section 6-104.1.
 11. Utility meters shall be screened with bricked wall from public view (see Bridgemill development for reference).
 12. No wooden fencing shall be permitted. Alternative material shall be submitted with the FMDP.
 13. Commercial building shall be completed and operational before the 8th Certificate of Occupancy is issued for the townhomes.
 14. Mail kiosk shall be placed under a covered structure and be well lit.
 15. Residential driveways shall be a minimum of 22' in length between the garage door and the sidewalk.
 16. A tree preservation plan shall be provided, including a minimum of 20' no disturbance buffer around the entire perimeter of the site. In those areas, supplemental plantings can be installed to meet the intent of the Transitional Protective Yard requirements, including the required fence.
 17. Provide a phasing plan.
 18. Provide landscaped screening around stormwater features. This will be further discussed with FMDP.
 19. Commercial design standards shall be adhered to.
 20. Label trailhead parking onsite with decorative signage.
 21. Work with Mt. Juliet Church of Christ to provide sidewalk section connecting Mt. Juliet Church of Christ greenway to N Mt. Juliet Road to improve connectivity in area. This will be a route heavily used by pedestrians to get to train station and future commercial sites.

PW Comments:

1. Stoney Creek Road shall be constructed to the City's Access Street standard with a 50 foot ROW.
2. Stoney Creek Road between Old Mt. Juliet Road and the roundabout shall be a public street. All other proposed streets shall be private.
3. Anywhere there is proposed perpendicular parking (18 foot parking stalls) the drive aisle shall be a minimum of 25 feet wide.
4. All 2 way traffic aisles to be a minimum of 22' wide.
5. When parking is adjacent to the sidewalk, sidewalk to be 7' wide minimum.
6. The developer has agreed to the following off-site improvements:
 - a. 5 foot wide sidewalk along the west side of Old Mt. Juliet Road from this site to Old Lebanon Dirt Road.
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 - c. Widen Old Mt. Juliet Road to provide separate southbound left and right turn lanes at Old Lebanon Dirt Road. Provide a minimum of 100 foot turn lane storage with appropriate tapers.
 - d. A 10 foot wide greenway shall be constructed along Stoners Creek between Old Mt. Juliet Road and the existing greenway at Hickory Station Townhomes. This

improvement is subject to property owner approval and the ability to acquire a public access easement on the subject properties.

7. Provide a 20' wide public access easement for the greenway.
8. Provide an updated sewer availability letter.
9. Fences in the floodplain should be designed so that they do not inhibit the flow of water.

WWUD Comments:

1. There are no proposed water lines shown.
2. WWUD will serve.
3. Offsite improvements may require additional offsite water line work.

SECTION 2. – EXHIBIT A. The Preliminary Master Development Plan for The District Property rezone consisting of one (1) sheet and dated January 9, 2020, except as modified herein and explicitly on the approved Preliminary Master Development Plan The PMDP shall comply with the Zoning Ordinance, be in substantial conformance with Exhibit A, attached hereto, all other applicable rules, regulations and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

SECTION 3. – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on March 9, 2020 at 6:15 p.m.

BE IT FURTHER ORDAINED

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

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

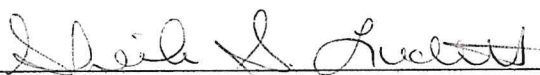
PASSED: 3/9/2020


Ed Hagerty, Mayor

FIRST READING: 2/10/2020

SECOND READING: 3/9/2020

ATTEST:


Sheila S. Lockett, MMC
City Recorder


Kenny Martin, City Manager

APPROVED AS TO FORM:



L. Gino Marchetti, Jr.
City Attorney

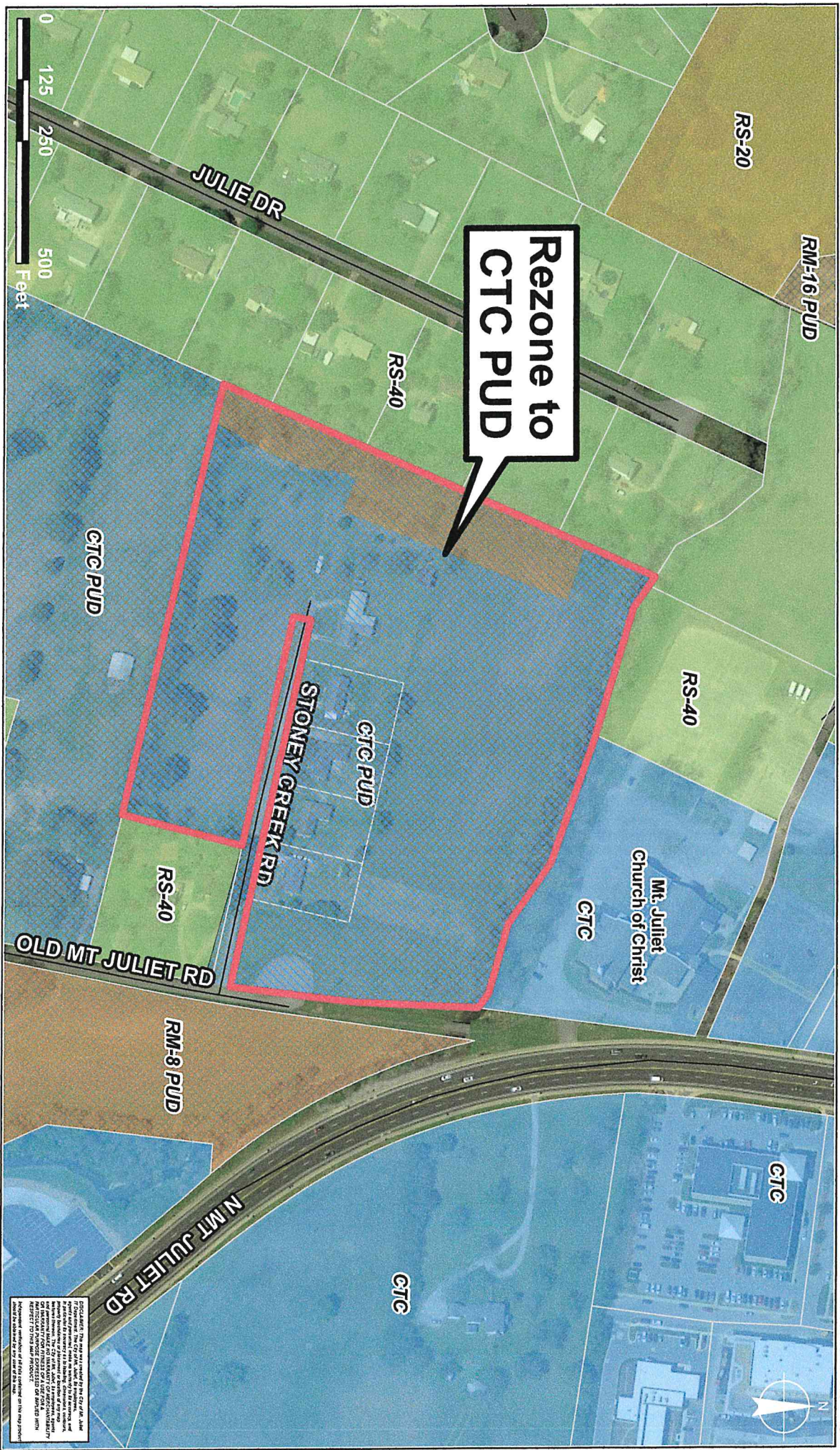


The District- PMDP Exhibit A





The District- Rezone Exhibit C



DISCLAIMER: The map provided by the City of Juliet, Colorado, is for informational purposes only. It is not intended to be used as a legal document. The City of Juliet, Colorado, is not responsible for any errors or omissions in this map. The City of Juliet, Colorado, is not responsible for any damages, including consequential damages, arising from the use of this map. The City of Juliet, Colorado, is not responsible for any actions taken based on this map. The City of Juliet, Colorado, is not responsible for any actions taken based on this map.

M E M O R A N D U M



Date: January 16, 2020

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jon Baughman, Deputy Planner

Re: The District (Formerly Stoney Creek Town Center)
PMDP
Map – 72P
Parcel- 28.00

Request: Submitted by Kimley Horn, on behalf of Tullit Investments, the applicant is seeking preliminary master development plan, rezoning and land use map amendment approval for property located at 108 Stoney Creek Road. The development will consist of 78 individually owned townhomes and a 7,000 sq. ft. Indoor Dog Daycare Facility on approximately 12.66 acres.

Analysis: The site is presently mostly undeveloped except for four existing homes along Stoney Creek Road. The site is located west of Mt. Juliet Road, along Stoney Creek Road. The current zoning is CTC PUD for the majority of the site with RM-8 PUD along the western property line. This application is for an entirely new PUD for this property.

The proposal consists of 78 units and a density of 6.16 dwelling units per acre. The northern portion of the site is encumbered by the 100-year floodplain. The setbacks listed in the site data table on sheet C2-00. The applicant is requesting 5' setbacks along Stoney Creek to provide a "Town Center" to the development and promote walkability.

Crawford Senior Living PMDP: A previous PUD, including townhomes and a senior living facility was approved in 2014 but never developed (Ord. No. 2014-74). This proposal does not have the exact same footprint as the Crawford Senior Living PMDP. Several acres of RM-8 and CTC zoned property, south of this proposal, will remain unaffected by this PUD (Sheet C2-40).

Land Use Amendment: The existing land use classification is commercial town center for the majority of the site and high density residential for the western-most portion of the site (matching the zoning for the Crawford Senior Living PUD). The applicant is seeking a land use amendment which will result in the entire site becoming Town Center. Any portion of this site that is currently identified on the Land Use Plan as Parks and Greenway shall remain that way.

Zoning: Current zoning, the site is zoned both RM-8 PUD and CTC PUD, in accordance with the original Crawford PUD. The applicant has requested the entire site (12.66 acres) be rezoned to CTC-PUD.

Multifamily Design Guidelines: Section 5-104.1 of the City's zoning ordinance does not apply to individually owned units. However, the applicant has proposed an amenity center with pool and other open space improvements as required in this section. Should the units in this development not be individually owned, they shall adhere to ALL the guidelines set forth in this section.

Mixed Use Development Standards: For a Mixed Use Site, at least 10% of the total entire site shall be commercial. After hearing concerns from staff regarding the previous proposal for this development, the applicant has responded by providing a 7,000 sq ft building on 1.37 acres to be utilized as a Dog Daycare facility. The facility also includes two fenced areas for large and small dog play areas, and private runs. Twenty four (24) parking spaces have been provided, which meets code. Proposed Density for this development is 6.16 dwelling units per acre.

Parking: The site is significantly overparked (180 spaces required; 359 spaces provided). Stall dimensions are not provided. The townhomes will include front parked, rear loaded and detached garage varieties. The plan indicates ample visitor parking throughout the site as well as spaces dedicated for trailhead users. Staff does have concerns about parking for the units with detached garages and addresses this concern below.

Amenities: Proposed amenities include a bocce ball court, putting green, multi-use path, an offsite 12' wide greenway in a 15' wide easement, a 1,250sq. ft. pool, a 2,050 sq. ft. clubhouse and passive park and open space. A tot lot or playground shall be required.

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Staff supports this request as the commercial portion of this development shall be completed at 10% buildout. The intent of this supplemental provision is to protect existing residents from noise and other nuisance caused by this type of use, should a vet or animal care user want to locate on an abutting property. Considering the Dog Day Care will be in operation before 90% of the residential units are given a CO, the future residents will be fully aware of the nature of the business and of course the user of the building. At staff's request, the applicant has also agreed to heavily landscape the outdoor play yards (as shown on Sheet C2-30) to help minimize noise from those locations.

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Recommendation: Staff supports the Land Use Amendment from High Density Residential to Town Center. The proposed plan meets the Mixed Use requirements and the applicant has addressed expressed at the December Planning Commission meeting. Should the applicant agree to all of staff recommends approval of the rezone request from RM-8 to CTC PUD (westerly property line) and PMDP with the following conditions:

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WWUD Comments:

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2. WWUD will serve.
3. Offsite improvements may require additional offsite water line work.

9. Unfinished Business

A. Ordinances - 2nd Reading

9.A.1. Ordinance 2020-11

AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, MAP 072P, PARCEL 028.00, WILSON COUNTY, TN.

01/16/20	Planning Commission	RECOMMENDATION
02/10/20	Board of Commissioners	RECOMMENDATION

Sponsor(s): Positive Recommendation

Questions and Discussion was held on the proposed greenway.

Tulsi Patel, stated the greenway from their property to Robinson Park is approximately 2,600 feet long. At the last meeting the off site improvements they previously approved at an approximate cost of \$500K.

They had already agreed to \$260K on off-site improvements. This total cost come to over \$10K per unit for off-site improvements. Plus the on-site improvements they are doing with an amenity center. On site improvements are \$390K. The greenway to Robinson Park down Old Lebanon Dirt Road would cost an additional \$500K. They request not to be required to take on the requirement of the greenway to Robinson Park.

Discussion was held on working with the assisted living facility on this portion of the greenway. If they never develop there will never be a connection.

Tulsi Patel stated she is not sure where the assisted living facility is in the planning process. Her company is taking the approach that they are the only one developing. They have serious concerns about the time frame on execution of the assisted living facility. Their greenway will connect to Mt. Juliet Road and you can go to Robinson Park that way.

The connection to Robinson Park down Old Lebanon Dirt Road involves two parcels they do not own.

Commissioner Art Giles stated you are ready to develop. If we don't get the connection on Old Lebanon Dirt Road now we will have to apply for a grant. He hopes the other developer will come thru to develop that portion of the greenway. He does appreciate the District development as we have nothing like this development.

Motion made by Commissioner Justice to amend said ordinance to remove the responsibility of the greenway to Robinson Park SE of the project that was placed on at the previous meeting, seconded by Commissioner Jennifer Milele.

Vote on Amendment:

Yea: Giles, Justice, Maness, Milele

Nay: Hagerty

Mayor Ed Hagerty expressed concern over Doggie Day Care. Tulsi Patel stated they have added a layer of protection with the HOA. Mayor Ed Hagerty questioned what if the Doggie Day Care goes out of business? Ms. Patel responded what ever will be allowed per the City Code could go there..

City Planner Jennifer Hamblen stated that the parking will limit what businesses can locate there.

RESULT: ADOPTED [4 TO 1]
MOVER: Art Giles, Commissioner - District 3
SECONDER: Ray Justice, Commissioner - District 1
AYES: Maness, Giles, Justice, Milele
NAYS: Hagerty

9.A.2. Ordinance 2020-12

AN ORDINANCE TO REZONE PROPERTY KNOWN AS 98 HATFIELD LANE PROPERTY, BEING FOUND AT MAP 054, PARCEL 111.00, FROM RESIDENTIAL RS-40 TO COMMERCIAL TOWN CENTER (CTC), AND BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

01/16/20	Planning Commission	RECOMMENDATION
02/10/20	Board of Commissioners	RECOMMENDATION

Sponsor(s): Positive Recommendation

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ray Justice, Commissioner - District 1
SECONDER: James Maness, Vice Mayor - District 2
AYES: Hagerty, Maness, Giles, Justice, Milele

9.A.3. Ordinance

AN ORDINANCE TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE CEDAR CENTER BEING LOCATED AT CEDAR DRIVE AND OLD LEBANON DIRT ROAD, MAP 077, PARCEL 023.00, WILSON COUNTY, TN

01/16/20	Planning Commission	RECOMMENDATION
02/10/20	Board of Commissioners	RECOMMENDATION

Sponsor(s): Positive Recommendation

Motion made by Vice Mayor James Maness but died for lack of a second.

The below occurred at the end of the meeting but prior to the adjournment.

Minutes Acceptance: Minutes of Mar 9, 2020 6:30 PM (Approval of Minutes)



Mt. Juliet, Tennessee

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

Staff Report

File #: 1109
12.A.

Agenda Date: 3/24/2025

Agenda #:

Title:

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND R.J. CORMAN RAILROAD COMPANY/NASHVILLE AND EASTERN RAILROAD LINE FOR THE RAILROAD GRADE CROSSING IMPROVEMENTS ON N. MT. JULIET ROAD AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION __-2025

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND R.J. CORMAN RAILROAD COMPANY/NASHVILLE AND EASTERN RAILROAD LINE FOR THE RAILROAD GRADE CROSSING IMPROVEMENTS ON N. MT. JULIET ROAD AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

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

WHEREAS, the City wishes to contract with RJ Corman Railroad Company for the construction of grade crossing improvements on N. Mt. Juliet Road (“Project”); and

WHEREAS, R.J. Corman has provided the City of Mt. Juliet with a construction agreement in order to proceed with the construction of the Project, for which the City will be responsible for reimbursing R.J. Corman for all expenses; and

WHEREAS, the parties wish to enter into an agreement to provide construction services for the Project.

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

Section 1. The Board of Commissioners approves the Agreement with R.J. Corman pending approval of the City Attorney.

Section 2. Mayor James Maness is hereby authorized to execute the said Agreement with R.J. Corman.

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

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

RESOLUTION _-2025

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

PASSED:

FIRST READING:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenneth Martin, City Manager

Samantha Burnett
Attorney

RESOLUTION __-2025

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND R.J. CORMAN RAILROAD COMPANY/NASHVILLE AND EASTERN RAILROAD LINE FOR THE RAILROAD GRADE CROSSING IMPROVEMENTS ON N. MT. JULIET ROAD AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

- The project: Constructing railroad grade crossing improvements to provide a smooth and safe crossing for vehicles.
- Contract: R.J. Corman has provided the City of Mt. Juliet with a construction agreement in order to proceed with the construction of the project, which the estimate is in the amount of \$139,165.00.
- Funding: The City will be responsible for 100% of RJ Corman's cost, which is estimated to be \$139,165.00. In addition, the City will be responsible for the cost and implementation of traffic control/detours and the asphalt repairs for N. Mt. Juliet Road. These additional costs are estimated to be \$60,000. Therefore, the total project cost is estimated to be \$200,000. If this resolution is approved, the City will budget this amount in the Fiscal Year 2025/2026 budget.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.

CONSTRUCTION AGREEMENT
NERR25006

This Construction Agreement (this “Agreement”) is made as of February 28, 2025 by and between R. J. Corman Railroad Company/Nashville & Eastern Railroad Line, the address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340 (“RJC”), hereinafter referred to as (“RJC” or the “Railroad”) and City of Mount Juliet, Tennessee, the address of which is 2425 N. Mt. Juliet Road, Mt. Juliet, TN 37122 (“Agency”).

RECITALS:

1. Agency desires to facilitate a grade crossing rehabilitation at tracks owned or operated by the Railroad at mile post 17, DOT #348712R at Main Street in Mount Juliet, Wilson County, Tennessee (the “Project”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state, and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, RJC will provide services and accommodations to promote the public interest to be served by this Project; (ii) neither RJC nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to RJC, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) RJC retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, for and in consideration of the mutual terms, promises covenant and conditions set out herein, the parties hereby agree as follows:

1. PROJECT PLANS AND SPECIFICATIONS

Effect of RJC Approval or Preparation of Plans. By its review, approval, or preparation of any plans pursuant to this Agreement, RJC signifies only that such plans and improvements constructed in accordance with such plans and improvements satisfy RJC's requirements. RJC expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to, the integrity, suitability, or fitness for the purposes of Agency or any other persons of the plans or improvements constructed in accordance with the plans.

Compliance with Plans. The Project shall be constructed in accordance with the plans.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 RJC Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, RJC shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that RJC shall provide all services that RJC deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and RJC's contractual obligations, including, but not limited to, RJC's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
- 2.3 Conduct of Work. RJC shall commence its work under this Agreement following: (i) delivery to RJC of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by RJC prior to the commencement of work by RJC; (iii) issuance of all permits, approvals, and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to RJC, as required by Section 9. The initiation of any services by RJC pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by RJC or on RJC property shall conclude no later than September 1, 2025, unless the parties mutually agree to extend such date.

3. SPECIAL PROVISIONS

Agency shall observe and abide by and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third-party Contractor, such Contractor shall execute and deliver to RJC Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

- 4.1 Reimbursable Expenses. Agency shall reimburse RJC for all costs and expenses incurred by RJC in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to RJC's engineers, consultants and subcontractors, and (6) RJC labor in connection with the Project, together with RJC labor overhead percentages established by RJC pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by RJC prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. RJC has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event RJC anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. RJC may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay RJC for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). RJC agrees to submit invoices to Agency for such amounts and Agency shall remit payment to RJC at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, RJC shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by RJC against the total payments received from Agency. Agency shall pay to RJC the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by RJC from Agency exceed the Reimbursable Expenses, RJC shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay RJC any sums due RJC under this Agreement: (i) Agency shall pay RJC interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) RJC may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from RJC shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to RJC shall be made to RJC and mailed to the following address or such other address as designated by RJC's notice to Agency:

R. J Corman Railroad Company\Nashville & Eastern Railroad Line
101 R. J. Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40356

4.4 Effect of Termination. Agency's obligation to pay to RJC Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. APPROPRIATIONS

Agency represents to RJC that: (i) Agency has appropriated funds sufficient to reimburse RJC for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify RJC in the event that Agency is unable to obtain such appropriations.

6. ACCESS, PERMITS AND LICENSES

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses Insofar as it has the right to do so, RJC hereby grants Agency a nonexclusive license to access and cross RJC's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by RJC and such temporary construction easements as may be designated on the plans approved by RJC.

6.3 Permanent Access Rights. Insofar as it has the right to do so, RJC shall grant, without warranty to Agency, access rights for the use and maintenance of the Project wholly or partly on property leased by RJC as shown on the plans approved by RJC, if any, on terms and conditions and at a price acceptable to the parties. Upon request by RJC, Agency shall furnish to RJC descriptions and plat plans for said rights.

7. PERMITS

At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to RJC.

8. TERMINATION

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to RJC. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect, or incidental damages or lost profits as a consequence of RJC's default or termination of this Agreement or Work on the Project by either party.

8.2 By RJC. In addition to the other rights and remedies available to RJC under this Agreement, RJC may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice

of such failure by RJC to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse RJC pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by RJC to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning RJC's property to its former condition, and all other costs of RJC incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay RJC for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, RJC's only remaining obligation to Agency shall be to refund to Agency payments made to RJC in excess of Reimbursable Expenses in accordance with Section 4.

9. INSURANCE

In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with RJC's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by RJC's Risk Management Department.

10. OWNERSHIP AND MAINTENANCE

10.1 Agency, and its successors and assigns, shall own and be solely responsible for the maintenance, upkeep, repair, and operation of the project.

10.2 Agency, and its successors and assigns, shall promptly, upon notice from RJC, make any and all repairs to the project reasonably determined by RJC to be necessary for the safety of RJC's railroad operations; and, upon Agency's failure to do so, and in emergencies, without notice RJC shall have the right, but not the duty, to make such repairs at Agency's sole cost and expense,

10.3 Agency shall not undertake any future alteration, modification, or expansion of the project, without the prior written approval of RJC, which may be withheld for any reason, and the execution of such agreements as RJC may require.

11. INDEMNIFICATION

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold RJC and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential,

incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of RJC, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of RJC, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against RJC and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Agency, its Contractors, and their respective agents, employees, invitees, contractors, or its Contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about RJC's property or property leased by it. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold RJC and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "RJC Affiliates". For the purpose of this Section 11, RJC's affiliates include R. J. Corman Railroad Group, LLC, and all entities, directly or indirectly, owned or controlled by or under common control of RJC or R. J. Corman Railroad Group, LLC, and their respective officers, directors, employees, and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify RJC promptly of any loss, damage, injury, or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. INDEPENDENT CONTRACTOR

The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of RJC. Except as otherwise provided by this Agreement, RJC shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of RJC to prohibit Agency or its Contractors or anyone from entering RJC's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "ENTIRE AGREEMENT"

This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. WAIVER

If either party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. ASSIGNMENT

RJC may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by RJC and the assumption of RJC's assignee of RJC's obligations under this Agreement, RJC shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without RJC's prior consent, which consent may be withheld for any reason.

16. NOTICES

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to RJC: R. J Corman Railroad Company\Nashville & Eastern Railroad
Line
101 R. J. Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40356
ATTN:Katie Byrd

If to Agency: City of Mount, Juliet, Tennessee
2425 N. Mt. Juliet Road
Mt. Juliet, TN 37122
ATTN: James Maness

17. SEVERABILITY

The parties agree that if any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. VENUE

The parties agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be in the state in which the Project is located.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

R. J. CORMAN RAILROAD COMPANY/
NASHVILLE & EASTERN RAILROAD LINE

CITY OF MOUNT JULIET, TENNESSEE

BY:

BY:

TITLE:

TITLE:

PRINT NAME:

PRINT NAME:

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall perform or let by contract to its Contractors:

Construct approaches
Resurfacing

B. RJC shall perform or cause to be performed:

Perform grade crossing rehabilitation
Flagging

EXHIBIT B – Intentionally Omitted

EXHIBIT C

R. J. CORMAN RAILROAD COMPANY - SPECIAL PROVISIONS

1. AUTHORITY OF RAILROAD REPRESENTATIVE AND AGENCY ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Representative, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Agency, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad corridors until it has complied with the following conditions.

1. Given the Railroad written notice, with copy to the Railroad Representative, who has been designated to be in charge of the work, at least thirty days in advance of the date it proposes to begin work on Railroad rights of way.

**R. J. Corman Railroad Company/Nashville & Eastern
Railroad Line**
P. O. Box 788, Nicholasville, Kentucky 40340
Brett Harvey, Track Supervisor
Phone: 615-533-3877
Email: Brett.Harvey@rjcorman.com

2. Obtain written authorization from the Railroad to begin work on the Railroad corridor, including an outline of specific conditions with which it must comply.
3. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
4. Furnish a schedule for all work within the corridor as required by paragraph 7, B, 1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's Representatives who are to be notified as hereinafter required. Where more than one Representative is designated, the area of responsibility of each Representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the corridor of the Railroad Company. Whenever work is liable to affect the operations or safety of trains; the method of doing such work shall first be submitted to the Railroad Representative for approval,

but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall, be deferred by the contractor until the flagging protection required by the Railroad is available at the job site.

- B. Whenever work within the Railroad corridor is of such a nature that impediment to Railroad operations (such as use of runaround tracks or necessity for reduced speed) is unavoidable, the contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Representative, or in its absence, the Railroad Manager, such provisions are insufficient, the Railroad Representative may require or provide such additional provisions, as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Agency.

4. TRACK CLEARANCES:

- A. Before undertaking any work within the Railroad corridor, or before placing any obstruction over any track, the Contractor shall:
 - 1. Notify the Railroad's Representative at least 72 hours in advance of the work.
 - 2. Receive assurance from the Railroad's Representative that arrangements have been made for flagging service as may be necessary.
 - 3. Receive permission from the Railroad's Representative to proceed with the work.
 - 4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

- A. GENERAL. Construction work on Railroad property, whether owned or leased, shall be:
 - 1. Subject to the inspection and approval of the Railroad.
 - 2. In accord with the Railroad's written outline of specific conditions, general rules, regulations, and requirements including those relating to safety, fall protection and personal protective equipment.
 - 3. In accord with these Special Provisions.
- B. EXCAVATION. The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make an existing section meet this specification if the existing section is substandard, in which case existing section will be maintained.
- C. EXCAVATION OF STRUCTURES. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring shall first be approved by the Consulting Engineer and the Railroad Representative, but such approval shall not relieve the Contractor from liability.

D. BLASTING.

1. The Contractor shall obtain advance approval of the Railroad Representative and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - (c) No blasting shall be done without the presence of an authorized Representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad Representative and such flagging as the Railroad may require.
 - (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized Representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.
2. The Railroad Representative will:
 - (a) Determine the location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
 - (b) Have the authority to order discontinuance of blasting if, in the Railroad Representative's opinion, blasting is too hazardous or is not in accord with these special provisions.

E. MAINTENANCE OF RAILROAD FACILITIES.

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad corridors and repair any other damage to the property of the Railroad or its tenants.
2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

F. STORAGE OF MATERIALS AND EQUIPMENT.

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the railroad corridor without first having obtained permission from the Railroad Representative, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Representative may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked near any track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons.

The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

- G. CLEANUP. Upon completion of the work, the Contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, from the railroad corridor and leave it in a neat condition satisfactory to the Railroad Representative or other authorized Representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to Contractor's work, employees, equipment and materials caused by Railroad traffic.
- B. Any costs incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

- A. When Required:

The Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's corridor, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flaggers may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized Representative or performs work that has not been scheduled with the Railroad's authorized Representative, a flagger or flaggers may be required until the project has been completed.

- B. SCHEDULING AND NOTIFICATION.

1. No later than the time that approval is initially requested to begin work on the Railroad corridor, Contractor shall furnish to the Railroad a schedule for all work required to complete the portion of the project within the Railroad corridor and arrange for a job site meeting between the Contractor, the Agency, and the Railroad's authorized Representative. Flagger or Flaggers may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
2. The Contractor will be required to give the Railroad Representative at least 30 working days of advance written notice of intent to begin work within the Railroad corridor. If flagging service is required, such notice shall be submitted at least 30 business days in advance of the date scheduled to commence the Work. Once begun, if such work is suspended at any time, or for any reason, the Contractor will be required to give the Railroad Representative at least 3 working days of advance notice before resuming work on the Railroad corridor. Such notices shall include sufficient details of the proposed work to enable the Railroad Representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Highway Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Highway Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers

are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When, flagging begins the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to resume flagging services from the Railroad. It is necessary to give 5 working days' notice before flagging service may be discontinued and responsibility for payment stopped.

3. If, after the flagger is assigned to the project site, emergencies arise which require the flaggers presence elsewhere, then the Contractor shall delay work on the Railroad corridor until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Railroad.

C. PAYMENT.

1. The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.
2. For planning purposes, the estimated cost of flagging is \$1,200.00 per day based on Contractor's 8-hour workday which necessitates the flagger to work a 10-hour day (1 hour for travel to and from the project site and 2 hours to install and remove the warning boards if necessary). This cost includes the base pay for the flagger, overhead, and a per diem charge for travel expenses, meals, and lodging.
3. Work by a flagger in excess of 8 hours per day, but no more than 10 hours a day will result in the overtime pay at 1 ½ times the appropriate rate. Work by a flagger in excess of 10 hours per day will results in overtime pay at 2 times that appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. VERIFICATION.

1. The Contractor will review and sign the Railroad flagger's time sheet, attesting that the flagger was present during the time recorded. Flagger may be removed by Railroad if the time sheet is not signed. If flagger is removed, the Contractor will not be allowed to re-enter the Railroad corridor until the issue is resolved. Any complaints concerning flagger or flaggers must be resolved in a timely manner. If need for flagger or flagger is questioned, please contact Railroad Representative. All verbal complaints must be confirmed in writing by the Contractor within 5 working days. All written correspondence should be addressed to:

R.J. Corman Railroad Company
Attn: Katie Byrd
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2389
Katherine.Byrd@RJCorman.com

2. The Railroad flagger assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that such services are performed for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagger's timesheet showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a railroad corridor, unless the plans clearly show that the Agency has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by the Contractor's forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company. If Agency or Contractor desires access across Railroad property or tracks other than existing and open public road crossing in or incident to construction of the project, the Agency or Contractor must first obtain the permission of the Railroad. Should the Railroad grant such permission the railroad shall execute a license agreement or right of entry satisfactory to the railroad, wherein the Agency or Contractor agrees to bear all costs.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Agency and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Agency and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad, to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make, due allowance therefor.
- B. No charge or claims of the Contractor against either the Agency or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad Company, or other delay incident to or necessary for safe maintenance of rail traffic or for any delays due to compliance with these special provisions.

11. TRAIN CREW'S WALKWAYS:

Along the outer side of each exterior track of multiple operated tracks, and on each side of single operated track, an unobstructed continuous space suitable for a train crew's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways or drainage structures shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'0" minimum clearance from centerline of track, shall be placed.

12. REQUIREMENTS FOR PERSONNEL ON RAILROAD CORRIDORS:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type footwear is prohibited. Hard-sole; lace-up footwear, zippered-boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerline of the track without specific authorization from the flagger.
- C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagger.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. REQUIREMENTS FOR EQUIPMENT ON RAILROAD RIGHT OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from the railroad official and flagger.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while a train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will, be allowed within 25' of the centerline of any track without specific authorization of the flagger.
- H. Trucks, tractors, or any equipment will not touch the ballast without specific permission from a railroad official and the flagger.
- I. No equipment or load movement will be within 25' or above a standing train or railroad equipment without specific authorization of the flagger.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagger if the flagger views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from the railroad embankment with heavy equipment without specific permission from the Railroad Representative and flagger.

- M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Representative.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

14. INSURANCE:

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

- A. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and property damage per occurrence, and such policies shall name RJC as an additional insured.
- B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.
- C. Commercial Automobile Liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.
- D. Railroad Protective Liability insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$6,000,000. The insurance shall satisfy the following additional requirements:
 - 1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - 2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - 3. The sole named insured on the Railroad Protective Insurance Policy should be:

**R. J. Corman Railroad Company/Nashville & Eastern Railroad Line
P.O. Box 788
101 RJ Corman Drive
Nicholasville, KY 40340**
 - 4. Name and address of contractor and agency must be shown on the Declarations page.
 - 5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or contract identification numbers. Include DOT and/or OP number
 - 6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31— unless using form CG 00 35 version 96 and later.
 - 7. Authorized endorsements may include:
 - a. Broad Form Nuclear Exclusion - IL 00 21
 - b. 30-day Advance Notice of Non-renewal or cancellation
 - c. Required State Cancellation Endorsement
 - d. Quick Reference or Index - CL/IL 240

8. Authorized endorsements may not include:
- a. A Pollution Exclusion Endorsement except CG 28 31
 - b. A Punitive or Exemplary Damages Exclusion
 - c. A "Common Policy Conditions" Endorsement
 - d. Any endorsement that is not named in Section D, 6 or 7 above
 - e. Policies that contain any type of deductible

E. Such additional or different insurance as RJC may require.

15. ADDITIONAL TERMS:

- A. **Contractor must submit certificates of insurance and the original Railroad Protective Liability insurance policy and all notices and correspondence regarding the insurance policies to:**

**R.J. Corman Railroad Company
Real Estate Dept
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2389
Katherine.Byrd@RJCorman.com**

- B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.
- C. Contractor's obligation to reimburse Railroad for property damage or personal injuries caused by or contributed to by Contractor is not limited to the insurance provided by Contractor. The insurance is only evidence of Contractor's ability to protect Railroad against loss or damage.

16. FAILURE TO COMPLY:

These Special Provisions are supplemental and amendatory to any and all other documents relating to the project, and where in conflict therewith, these Special Provisions shall govern. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- A. The Railroad Representative may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Representative and the Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra Cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

NOTICE

No activity is permitted without proper scheduling with railroad due to the risk of serious, even fatal, injury. Entering any railroad right of way or other railroad property without permission

is considered trespassing.

Unless covered by separate agreement, no installation of pipes, wires, fiber optic cable or temporary crossings are permitted in the railroad right of way or on railroad property. Such installations require application, approval, and written agreement. Please contact Katherine.Byrd@RJCorman.com

*****Before performing any work within 50 ft of a Signal Warning System call, in advance:
Larry Yeager - Cell: (859-421-3771) email: Larry.Yeager @RJCorman.com***

'Call before you Dig' does not identify railroad owned cables and wires

EXHIBIT D
INITIAL ESTIMATE

R. J. Corman Railroad Company/Nashville & Eastern Railroad Line

SUBJECT: Grade Crossing Rehabilitation at Main St., in Mount Juliet, TN

CONSTRUCTION ENGINEERING \$139,165.00

Flagging costs should be determined according to how many hours you estimate you, your contractor or equipment are likely to be within fifty (50) feet of track or other track clearance specified by RJC or working over tracks.

\$1,200.00 per hour for an 8-hour day
1 ½ times the rate for over 8 hours
2 times the rate for over 12 hours

TOTAL ESTIMATE \$139,165.00

Brett Harvey (Flagging or other Railroad related questions) R.J. Corman Railroad
Phone 615-533-3877

EXHIBIT E
PAYMENT SCHEDULE

Arrears

Notwithstanding anything to the contrary set forth in the Agreement, Agency shall pay Railroad in arrears for its reimbursable expenses, rather than in advance, as the parties mutually agree. Accordingly, Agency shall remit payment to Railroad for its reimbursable expenses within thirty (30) days following delivery to Agency of an invoice.

EXHIBIT F

Insurance Requirements for Public Projects

Key Points and Procedures

- Outside parties performing work on RJC property or that may impact railroad operations must have insurance that protects RJC.
- The types of insurance required are Commercial General Liability, Statutory Worker's Compensation, Employer's Liability, Commercial Automobile Liability, and Railroad Protective Liability.
- RJC must be provided copies and notices of required insurance coverage. This section applies only to Public Projects.

Insurance Policies

Any Agency, Contractor, or Outside Party are performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

- A. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name RJC as an additional insured.
- B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.
- C. Commercial Automobile Liability Insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as additional insured.
- D. Railroad Protective Liability Insurance with limits of no less than \$2,000,000 combines single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$6,000,000. The insurance shall satisfy the following additional requirements:
 1. The Insurer must be financially stable and rated B+ or better in Best's Insurance Reports.

2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.
3. RJC must be the sole named insured on the Railroad Protective Liability Policy.

R. J. Corman Railroad Company/Nashville & Eastern Railroad Line
Attn: Katie Byrd
P.O. Box 788
Nicholasville, KY 40340

4. Name and address of Contractor and Agency must be shown on the Declarations Page.
 5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including the project or contract identification numbers. *Include DOT and/or OP Number.*
 6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31 – unless using form CG 00 35 version 96 and later.
 7. Authorized endorsements may include:
 - a. Broad Form Nuclear Exclusion – IL 00 21
 - b. 30-day Advance Notice of Non-renewal or cancellation
 - c. Required State Cancellation Endorsement
 - d. Quick Reference or Index – CL/IL 240
 8. Authorized endorsements may not include:
 - a. A Pollution Exclusion Endorsement except CG 28 31
 - b. A Punitive or Exemplary Damages Exclusion
 - c. A “Common Policy Conditions” Endorsement
 - d. Any endorsement that is not named in Section D, 6, or 7 above.
 - e. Policies that contain any type of deductible
- E. Such additional or different insurance as RJC may require.

Additional Terms

- A. Contractor must submit its original insurance policies and all notices and correspondence regarding the insurance policies to:

R. J. Corman Railroad Company
Attn: Katie Byrd
P.O. Box 788
Nicholasville, KY 40340
Phone 859-881-2389
Katherine.Byrd@RJCorman.com

- B. Neither Agency nor Contractor may begin work on the project until it has received RJC’s written approval of the required insurance policies.

SCHEDULE 1

CONTRACTOR'S ACCEPTANCE

To and for the benefit of R. J. Corman Railroad Company/Nashville & Eastern Railroad Line ("RJC") and to induce RJC to permit Contractor on or about RJC's owned or leased property for the purposes of performing work in accordance with the Agreement dated February 28, 2025, between The City of Mount, Juliet, Tennessee and RJC, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibit C thereto.

Contractor: _____

By: _____

Title: _____

Date: _____



Mt. Juliet, Tennessee

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

Staff Report

File #: 1134
12.B.

Agenda Date: 3/24/2025

Agenda #:

Title:

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN WHELEN ENGINEERING COMPANY, INC. AND THE CITY OF MT. JULIET POLICE DEPARTMENT REGARDING THE WHELEN CLOUD PLATFORM FOR REAL-TIME POLICE VEHICLE GPS MONITORING

RESOLUTION _____-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT
BETWEEN WHELEN ENGINEERING COMPANY, INC. AND THE CITY OF MT.
JULIET POLICE DEPARTMENT REGARDING THE WHELEN CLOUD PLATFORM
FOR REAL-TIME POLICE VEHICLE GPS MONITORING**

WHEREAS, the Board of Commissioners of the City of Mt. Juliet desires to maintain a high level of operational efficiency and safety for the citizens and officers of the Mt. Juliet Police Department; and

WHEREAS, the Mt. Juliet Police Department (MJPD) has utilized the Whelen Cloud real-time GPS location tracking system for three years through a fee-free promotional period; and

WHEREAS, the Whelen Cloud platform provides live GPS tracking of police vehicles, enhancing response times, officer safety, and operational coordination; and

WHEREAS, the cost for continued service in the fourth year was anticipated and included in the Fiscal Year 2024-2025 budget; and

WHEREAS, approval of this contract will ensure uninterrupted service and maintain real-time tracking capabilities for Mt. Juliet Police Department vehicles;

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

1. The Mayor is hereby authorized to approve and process payment for the Whelen Cloud Platform contract in accordance with the FY2024-2025 budget.
2. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.
3. If any section, clause, provision, or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of the resolution.
4. This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED: _____

James Maness, Mayor

ATTEST:

Kenneth D. Martin, City Manager

Sheila Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Police Department Vehicle Real-Time Location Tracking Vendor Contract Approval

- 1) Who: Mt. Juliet Police Department
- 2) What: Approve Contract for Department's Real-Time Location Tracking Vendor
- 3) When: Immediately
- 4) Where: MJPD
- 5) Why: The department has been using Whelen Cloud real-time GPS location tracking of police vehicles for three years through a fee-free promotion to build out the entire fleet. The 4th year fee was expected and budgeted within the current budget.
- 6) Costs: There is no change in the budget as this was a budgeted project.
- 7) Line Item: 42100-255 Data Processing has previously budgeted funds to support this effort.

Staff Recommendation: Chief Michael Mullins and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Dep. Chief Tyler Chandler

Order Form

Customer Information:		Principal Contact Person: James Christensen	
Name/Customer:	Mt. Juliet Police Department	Title:	
Address:	1019 Charlie Daniels Pkwy	Phone:	(613) 734-3907
	Mt. Juliet, TN 37122	Fax:	
		Email Address:	jchristensen@mjpd.org
Billing Information:		Shipping Information (if different from billing):	
Name/Customer:	Mt. Juliet Police Department	Name/Customer:	
Address:	1019 Charlie Daniels Pkwy	Address:	
	Mt. Juliet, TN 37122		

ORDER DETAILS

This order form (the “**Order Form**”) is entered by and between Whelen Engineering Company, Inc. (“**Whelen**”) and the customer set forth on this Order Form (“**Customer**”) as of the last date of signature below (the “**Effective Date**”). Each of Whelen and Customer may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” The terms and conditions set forth in the Master Services Agreement attached hereto, including all exhibits and attachments thereto (the “**Master Services Agreement**”), govern the relationship between the Parties with respect to the Application Services ordered pursuant to this Order Form and are hereby incorporated herein by reference. Any capitalized terms used, but not defined, in this Order Form have the same meaning ascribed to them in the Master Services Agreement. By executing this Order Form Customer accepts and is bound by the terms and conditions set forth in the Master Services Agreement.

Application Services: Whelen Cloud Platform, a cloud-based vehicle communication platform that sends and receives data through cellular networks and provides the following functionality: fleet tracking, equipment configuration management and remote equipment control.

Subscription Term: The subscription term of the Application Services commences on the Subscription Commencement Date (as that term is defined in the Master Services Agreement) and, unless earlier terminated in accordance with the terms and conditions of the Master Services Agreement, expires on the date that is five (5) years from the Subscription Commencement Date (the “**Initial Term**”). Upon expiration of the Initial Term, this agreement shall not automatically renew. Whelen must obtain written consent from the Customer for the renewal of subsequent one-year terms.

Subscription Fees: While this Subscription remains in effect, Customer shall pay Whelen Engineering Company, Inc. the Subscription Fees set forth below:

<u>Subscription Type</u>	<u># Vehicles</u>	<u>Fee/Vehicle</u>	<u>Total</u>
1. Whelen Cloud Platform - Standard	119	\$360.00	\$214,200.00

Minimum Subscription Term/Fees: If Customer has already separately purchased the required equipment (the Vehicle Safety Gateway (VSG), Antenna, and Installation Kit, collectively referred to as “**WCP Equipment**”) or if Customer is separately purchasing the WCP Equipment in connection with this Order Form, the provisions of this Section (Minimum Subscription Term/Fees) are not applicable. If the WCP Equipment is bundled with the Application Services subscription (as indicated by a zero-charge for any WCP Equipment on the applicable quotation), Customer acknowledges and understands that the minimum Subscription Term allowable is two (2) years. Therefore, in the event Customer terminates this Order Form prior to the date that is two (2) years from the Effective Date, Customer shall pay Whelen an early termination fee equal to \$195.00 per vehicle, which shall be due and payable immediately by Customer on the effective date of termination of the Order Form.

Whelen Field Solutions Engineer: William Crouch – wrouch@whelen.com – (256) 777-3864

Other Information: Whelen continues to improve and enhance the Whelen Cloud Platform and may offer additional services or features during the Subscription Term (the “**Platform Enhancements**”). In Whelen’s sole discretion, Platform Enhancements may be included as standard features of the Application Services or as premium features, whereby Whelen may charge a separate fee and require Customer to execute an additional Order Form and/or terms and conditions to receive access to, or use of, such Platform Enhancements. During the Subscription Term, Whelen reserves the right to determine which features or Platform Enhancements of the Application Services are included in the standard feature set or offered as premium features and may re-classify any such features of the Application Services in its discretion, provided, however if Whelen begins charging additional fees for a feature that was included as a standard feature as of the Effective Date, such change will be deemed a price escalation subject to Customer’s rights under Section 6.2 of the Master Services Agreement.

The Parties have caused their duly authorized representatives to execute this Order Form as of the dates set forth below.

Customer	
Signature	
Name	
Title	
Date	

Whelen Engineering Company, Inc.	
Signature	
Name	
Title	
Date	

Master Services Agreement

This Master Services Agreement, including all exhibits and attachments hereto (collectively, this “**Agreement**”) governs the relationship between Whelen Engineering Company, Inc., (“**Whelen**”) and the customer identified in the Order Form (“**Customer**”) (each of Whelen and Customer, a “**Party**” and together, the “**Parties**”). This Agreement will become effective when the Order Form referencing this Agreement is executed by authorized representatives of both Parties (the “**Effective Date**”).

1. DEFINITIONS. Certain capitalized terms, not defined elsewhere in this Agreement or the Order Form, have the meanings set forth below.

1.1. “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Application Services.

1.2. “Application Documentation” means the user manuals, published specifications, online guides, and other materials and documentation provided to Customer or Authorized Users by Whelen or its third party vendors relating to the Application Services, as may be changed from time to time with or without notice to Customer.

1.3. “Application Services” means the hosted software-as-a-service services ordered by Customer hereunder as set forth in the Order Form and provided by Whelen by means of access to certain content and use of the features and functionality of software applications available and accessible within the website designated by Whelen, solely to the extent set forth and further described in, and as limited by, the applicable terms of this Agreement.

1.4. “Authorized User” means any individual who is an employee, consultant, contractor, or agent of Customer who is authorized by Customer, to access and use the Application Services pursuant to Customer’s rights, and subject to the restrictions, under this Agreement.

1.5. “Confidential Information” means all written or oral information, disclosed by either Party to the other, related to the business or operations of either Party or a third party that has been identified as confidential or proprietary or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential or proprietary, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary”, including, without limitation: (a) source and object code, prices, trade secrets, mask works, databases, hardware, software, designs and techniques, programs, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials, and (b) any unpublished information concerning research activities and plans, customers, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins. However, written information that falls under the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq, may be disclosed in accordance with Section 7.3.

1.6. “Customer Content” means all data, media, content, and other information provided or made available by Customer to Whelen, including any data, media, content, and other information input, made available or included in, any communications sent through the Application Services, including vehicle identifiable data which may include precise geolocation information collected through global positioning system or similar technologies relating to one or more vehicles owned or leased by Customer and used by its employees, consultants, contractors, agents or other users it authorizes, including Authorized Users. Customer Content does not include aggregated or anonymized data derived from Customer Content or Customer’s use of the Services, provided that Whelen

only uses such aggregated or anonymized data for internal purposes.

1.7. “Customer Systems” means Customer’s information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of Customer or any of its designees.

1.8. “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, Moral Rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

1.9. “Moral Rights” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

1.10. “Objectionable Content” means any viruses, malware, spyware, or similar harmful, destructive, or malicious code, as well as any content or links to web sites that contain content (or further links to content) which may be construed as illegal, unethical, defamatory, obscene, hateful, libelous, or that otherwise may reflect negatively upon Whelen’s reputation or that of Whelen’s customers or vendors, or that infringes upon the rights of any third party.

1.11. “Services” means the Application Services and Support Services.

1.12. “Third Party Items” means third party data, products, and services made available to Customer through the Application Services, as may be changed from time to time by Whelen in its sole discretion.

1.13. “Third Party Terms” means the terms and conditions that govern use of Third Party Items.

2. SUBSCRIPTION; SERVICES

2.1. Order Form. Customer has requested a subscription to the Application Services on the terms and subject to the conditions set forth in this Agreement by executing an Order Form that references and incorporates this Agreement (“**Order Form**”).

2.2. Application Services

(a) Provision of Access. Subject to the terms and conditions contained in the Order Form and this Agreement, and Customer’s payment of all relevant fees, Whelen hereby grants to Customer and its Authorized Users a non-exclusive, non-transferable right to access the features and functions of the Application Services during the Term in accordance with the Application Documentation, the Order Form, and the terms and conditions of this Agreement solely for Customer’s internal business purposes. As soon as commercially practicable after the Effective Date, Whelen shall provide to Customer the necessary Access Protocols.

(b) Usage Restrictions. Customer and its Authorized Users may only use the Application Services as described in this Agreement and in the then-current Application Documentation. Customer is responsible for ensuring its Authorized Users comply with all relevant terms of this Agreement and any failure to comply

CONFIDENTIAL

will constitute a breach by Customer. Customer will not, and will not allow any Authorized User or other third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to obtain, perceive, or derive the trade secrets embodied in the Application Services or the source code from which any software component of the Application Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer or any Authorized User any right to obtain or use such code; (ii) create any derivative product from any of the foregoing, or use the Application Services or any of Whelen's Confidential Information to develop or build, exploit, sell or offer to sell, license or offer to license, or use a competing product or service, except with the express prior written consent of Whelen; (iii) allow third parties other than Authorized Users to gain access to the Application Services or use the Application Services as a service bureau; (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Agreement; (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Application Documentation and/or Application Services, including any screen displays, etc., or any other products or materials provided by Whelen hereunder; (vi) access the Application Services for purposes of monitoring availability, performance, or functionality of the Application Services, performing security penetration tests or stress tests on the Application Services, or for any other benchmarking or competitive purposes; (vii) do anything that could disable, overburden, or impair the proper working or appearance of the Application Services; or (viii) use the Services or Application Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Unless otherwise specifically agreed by the Parties in writing, Customer hereby agrees that the Application Services are not authorized for use as, and Customer shall not use the Application Services as critical components in any device, application, system, or service where it is reasonably foreseeable that failure of the Application Services would cause death, bodily injury or catastrophic property damage, such as (x) any medical, life-saving or life support device, system, or service, (y) any air or other traffic control device, application, system, or service, or (z) any weapons device, application, system, or service (the "**Life Critical Applications**"). Certain features of the Application Services may allow Customer or Authorized Users to connect and/or permit communication with one or more vehicles or equipment in one or more vehicles (each a "Connected Vehicle"). Customer acknowledges and agrees that at any time the information provided by the Application Services with respect to a Connected Vehicle may be incomplete, incorrect, or out of date. Except as otherwise set forth herein, Customer's use of the Application Services, including Customer's or its Authorized Users reliance on any information provided by the Application Services with respect to any Connected Vehicle is at Customer's sole risk and discretion. Customer and its Authorized Users are solely responsible at all times for the acts or omissions of Customer's Authorized Users with respect to Connected Vehicles. Use of the Application Services does not relieve Customer or any Authorized User of responsibility for safe vehicle operation or observation of relevant traffic laws. If safe operation of a Connected Vehicle is not possible while using the Application Services, the Authorized User should not use the Application Services while operating the Connected Vehicle. Further, use of the Application Services does not relieve Customer or any Authorized User of responsibility for vehicle maintenance. Notwithstanding anything to the contrary herein, Whelen shall have no responsibility or liability for any

failure of Customer or any Authorized User to safely operate or properly maintain a Connected Vehicle. Customer will ensure that its and its Authorized Users' access to and use of the Application Services and the Application Documentation complies with all applicable laws, statutes, regulations, and rules. Under no circumstances will Whelen be liable or responsible for any use, or any results obtained by the use, of the Application Services in conjunction with any products, services, software, or hardware that are not provided by Whelen. All such use will be at Customer's sole risk and Customer shall bear full responsibility for liability with respect thereto. Whelen reserves all rights not expressly granted to Customer in this Agreement.

(c) **Third Party Terms.** The Application Services may provide Customer with access to Third Party Items. Customer acknowledges and agrees that certain Third Party Terms may apply with respect to the Third Party Items. Whelen will use commercially reasonable efforts to identify any applicable Third Party Terms and Customer shall be responsible for compliance with such Third Party Terms to the extent any are identified by Whelen.

(d) **Communications Responsibilities.** Customer shall not, and shall not permit its Authorized Users or any third party to, directly or indirectly use the Application Services to communicate on its behalf, by way of electronic communication or otherwise, any message or material that (a) is libelous, harmful to minors, obscene, or constitutes pornography; (b) infringes the copyrights, patents, trade secrets, trademarks, trade names, or other proprietary rights of a third party, or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Customer is solely responsible for the content of any communications sent by or on behalf of Customer or its Authorized Users through Customer's or any Authorized Users' use of the Application Services and, without limiting the foregoing, Customer agrees that such communications will comply with all laws.

(e) **Future Functionalities.** From time-to-time Whelen, in its sole discretion, may offer new or additional features subject to the payment of additional fees. Such new or additional features may not be made available to all customers of Whelen. Customer agrees that its purchase of a subscription to the Application Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Whelen with respect to future functionality or features.

2.3. Support Services; Updates. Whelen will provide support services for the Application Services in accordance with its standard support offerings during Whelen's regular business hours solely for the particular Application Services ordered under this Agreement ("**Support Services**"), provided that all fees due under this Agreement have been paid. Such Support Services will only be provided to Customer's administrative users (who are Authorized Users) and Customer will identify by written notice to Whelen in accordance with Section 13.3 the names of such administrative users to whom Whelen will supply the support, which names may be changed by Customer upon reasonable notice to Whelen. Customer can request Support Services by contacting the applicable Whelen Field Solutions Engineer identified in the Order Form. Any support requested by Customer in excess of Whelen's standard support offerings or outside of Whelen's regular business hours may incur additional fees that will be billed to client pursuant to Whelen's standard billing practices at Whelen's then-current pricing. The Parties acknowledge and agree that Whelen will have no obligation to provide support to Customer with respect to use of the Application Services other than according to the then-current Application Documentation or the

CONFIDENTIAL

terms of this Agreement. Customer acknowledges that the Application Services may be updated by Whelen from time to time and that updates may result in changes to the Application Services, including changes in the appearance, functionality, and/or the addition, modification, or removal of functionality or features. Whelen shall provide reasonable prior notice to Customer of any updates that are intended to result in the removal of any material functionality or feature.

3. PROPRIETARY RIGHTS

3.1. Ownership of Application Services. Subject to the express rights granted to Customer in this Agreement, and Customer's rights in its Customer Content as set forth herein, Whelen and its licensors and suppliers retain all right, title, and interest in and to the Application Services, including any upgrades, enhancements, new releases, changes, or modifications made to the Application Services performed in connection with this Agreement, together with all Intellectual Property Rights embodying the Application Services or related thereto, and Customer acknowledges that it neither owns nor acquires any right, title, or interest in or to the Application Services or the related Intellectual Property Rights not expressly granted by this Agreement. Customer will preserve all Services from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by Whelen to Customer in connection with this Agreement to contest the validity of any Intellectual Property Rights of Whelen or its licensors. Any such use of Whelen's Confidential Information will constitute a material, non-curable breach of this Agreement.

3.2. Data Rights.

(a) Customer Content.

(i) Customer has and will retain sole responsibility for all Customer Content, including, the collection, accuracy, currency, quality, legality, completeness, and use of the Customer Content, and including Customer Content that is transmitted, processed, stored, accessed, and/or used by or on behalf of Customer or any Authorized User through or in connection with the Application Services. For the avoidance of doubt, Customer is solely responsible for providing any legally required notices and obtaining any legally required consents from Authorized Users or other individuals about whom information, including Customer Content or Usage Data (see below), may be collected by, transferred to, received, or otherwise used by Whelen or Customer in conjunction with the Application Services. Customer shall not provide or make available to Whelen any Objectionable Content in connection with this Agreement.

(ii) Except for the licenses granted under this Agreement, as between the Parties, Customer retains all right, title, and interest in and to the Customer Content and any usage data generated by Whelen in the performance of the Services ("*Usage Data*"), and Whelen acknowledges that it neither owns nor acquires any additional rights in and to the Customer Content and Usage Data not expressly granted by this Agreement. Whelen further acknowledges that Customer retains the right to use the Customer Content for any purpose in Customer's sole discretion. Subject to the foregoing, Customer hereby grants to Whelen and its third party service providers a non-exclusive, irrevocable, world-wide, fully-paid-up, royalty-free right and license to use the Customer Content and Usage Data to perform Whelen's obligations hereunder. In addition to sharing Customer Content with its service providers, Whelen may disclose Customer Content to other entities with whom it partners to create customer offerings that are part of, or in addition to, the Application Services, including jointly branded offerings available to Customer. The Parties further acknowledge and agree that no valuable consideration, monetary or otherwise, is being provided by Whelen to Customer in exchange for Customer Content and Usage Data. However, in

addition to the uses of Customer Content authorized in this Agreement, Whelen may remove all personally identifiable and vehicle identifiable information from the Customer Content and Usage Data to create "*Sanitized Data*" or aggregate the Customer Content and Usage Data in an anonymous or deidentified manner to create "*Aggregate Data*." Customer grants Whelen a perpetual, non-exclusive, world-wide, fully-paid-up, royalty-free, sublicensable, transferable right and license to commercialize and otherwise use the Sanitized Data and the Aggregate Data to perform Whelen's obligations hereunder and for Whelen's business purposes (which, for clarity, includes but is not limited to enhancing or improving the Services or other products and services of Whelen or its affiliates, and for analytical and marketing purposes). Customer also grants Whelen the right to disclose the Customer Content to Whelen's third party service providers and grant such third party service providers the right (i) to use the Customer Content to perform the applicable service and (ii) to use the Sanitized Data and Aggregate Data for Whelen's or such third party's internal business purposes. Notwithstanding the foregoing, nothing in this Section 3.2 shall limit Whelen's rights to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or to address an emergency situation or as set forth in Section 7.3 below. For all of the purposes above, Customer consents to Whelen's tracking of Customer owned or leased vehicles through global positioning system technology as Customer understands such tracking is part of the Application Services. Customer shall not include within the Customer Content any personally or individually identifiable information of any natural person ("*PII*"). The inclusion of PII within the Customer Content may be considered by Whelen to be a material breach of this Agreement in accordance with Section 11.2 hereof. Customer acknowledges and agrees that it is solely responsible for compliance with the requirements of this Section and that Whelen has no affirmative obligation to review or audit Customer's compliance with this Section. Whelen shall have no obligations whatsoever in the event Customer includes PII in the Customer Content, including but not limited to with respect to notifications.

(b) **Data Models.** Notwithstanding anything to the contrary in this Agreement, to the extent that Whelen develops models, analytics, and/or algorithms ("*Analytical Tools*") during the Term and in the course of providing Services under this Agreement (such as propensity models, etc.), Whelen shall retain all right, title, and interest in and to such Analytical Tools.

(c) **Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "*Feedback*") to Whelen with respect to its products and services, including the Services. Feedback is voluntary. Whelen may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's Intellectual Property Rights to make use of the Feedback, Customer grants Whelen a non-exclusive, perpetual, irrevocable, world-wide, fully-paid-up, royalty-free license to use the Feedback in connection with Whelen's business, including the enhancement of the Services.

4. ADDITIONAL WHELEN OBLIGATIONS

4.1. Access to Application Services; Implementation. The applicable Whelen Field Solutions Engineer identified in the Order Form will provide reasonable assistance to Customer to enable initial access to Customer's account, but Whelen is not responsible for any implementation, supplementation, modification, or configuration of Customer Systems or equipment, or the Application Services, for or on behalf of Customer.

4.2. Responsibility for Application and Content Hosting. Whelen shall, at its own expense, provide for the hosting of the Application Services which is accessible as part of the Application Services, provided that nothing herein shall be construed to require

CONFIDENTIAL

Whelen to provide for, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer to provide access from the Internet to the Application Services. Customer and Authorized Users are solely responsible for all telecommunication or Internet connections required to access the Services, as well as all Customer Systems and other hardware and software at Customer's site. Except for the costs to Whelen for the hosting of the Application Services as set forth above, in addition to other third party costs that may apply, Customer agrees to pay for all telecommunications, Internet, and other connectivity costs, fees, and services required for and dedicated to Customer's access to the Services.

4.3. Third Party Hosting Provider Requirements.

Customer understands and agrees that (i) Whelen uses a third-party hosting provider in connection with the Services; (ii) the security of the Services is limited by the terms offered by such third-party hosting provider; and (iii) Whelen's agreement with the hosting provider cannot be modified regarding the requirements of this Agreement, nor can Whelen grant any audit or other access rights to the facilities or systems of the host. As such, the provisions of this Agreement shall apply only to Whelen's systems and facilities, not those of the hosting provider.

5. ADDITIONAL CUSTOMER OBLIGATIONS.

5.1. Authorized Users' Access to Services. Customer may permit any Authorized Users to access and use the features and functions of the Application Services as contemplated by this Agreement. Customer will ensure that any such Authorized Users will be obligated, by contract or otherwise, to protect Whelen's Confidential Information, and to comply with the access and use restrictions for the Application Services and the Application Documentation, as are provided by the terms hereof.

5.2. Provision of Support to Authorized Users. Except as expressly set forth in Section 2.3, Customer will provide all maintenance and technical support services as may be required by its Authorized Users, with respect to provision of access to, and use of, the Application Services.

5.3. Customer Control and Responsibility for Data, Access, and Security. Customer and its Authorized Users shall have access to the Customer Content and Customer shall be responsible for all changes to and/or deletions of Customer Content. Furthermore, Customer has and will retain sole responsibility for: (a) the security and use of all of Customer's and its Authorized Users' passwords and other Access Protocols; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; and (d) all access to and use of the Services and Application Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' passwords or other Access Protocols, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Protocols and protect against any unauthorized access to or use of the Application Services.

6. FEES AND EXPENSES; PAYMENTS.

6.1. Fees. In consideration for the access and use rights granted to Customer and the Services performed by Whelen under this Agreement, Customer will pay to Whelen without offset or deduction, all fees set forth in the Order Form (or Whelen's then-current pricing as applicable for certain support services as set forth herein) invoiced in accordance with this Section 6.1. Whelen will submit invoices to Customer with respect to such fees, and each invoiced amount will be due and payable within thirty (30) days of Customer's receipt of the relevant invoice. All fees are non-

cancelable and non-refundable. Whelen shall provide Customer a period of up to ninety (90) days from the Effective Date, or such other period as agreed by the parties in writing, to install and connect the WCP Equipment in the number of vehicles indicated on the Order Form (the "**Implementation Period**"). Whelen shall begin charging customer the fees indicated on the Order Form upon the expiration of the Implementation Period (the "**Subscription Commencement Date**").

6.2. Price Escalations. Whelen shall have the right to increase the fees for the Services at any time after the Effective Date to reflect any increase in Whelen's costs to provide the Services. Whelen shall provide Customer with written notice of such price adjustments at least thirty (30) days prior to the date any such price adjustment is to become effective. If Customer does not agree to such increase in fees, Customer may terminate the applicable Order form and this Agreement, provided there are no active Order Forms subject to this Agreement, with written notice to Whelen effective upon the day prior to the date that such price adjustment would have taken effect.

6.3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and Vendor shall assume all liability for such taxes, if any, that should be incurred.

6.4. Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from a date thirty (30) days after the due date until paid. In the event any invoice remains unpaid forty-five (45) or more days from the due date, Whelen may, in its discretion, suspend the Services until the invoice is paid in full.

6.5. Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Whelen may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Whelen with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 6.3. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds ten percent (10%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

7. TREATMENT OF CONFIDENTIAL INFORMATION.

7.1. Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential and/or proprietary. Both Parties agree that all items of Confidential Information are confidential and/or proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

7.2. Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes of meeting its obligations or exercising its rights under this Agreement; (b) that such Party will

CONFIDENTIAL

not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party except as necessary for the purposes of meeting its obligations or exercising its rights under this Agreement; (c) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access for the purposes of meeting its obligations or exercising its rights under this Agreement and who have been advised of and have agreed in writing to treat such information in accordance with terms substantially similar to the terms of this Agreement; and (d) subject to Section 12, to the extent practicable and except to the extent the receiving Party has continuing rights with respect to such Confidential Information, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement for any reason, provided that to the extent a Party retains Confidential Information of the other Party as permitted under this part (d) such Party shall maintain the confidentiality of such retained Confidential Information for so long as it is retained.

7.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient without reference to the Confidential Information of the discloser; or (f) is approved in writing for such use, release or disclosure by the disclosing Party. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party to enable the other Party to attempt to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. Notwithstanding any such compelled disclosure by the receiving Party, such compelled disclosure will not otherwise affect the receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

7.4. Non-Exclusive Equitable Remedy. Customer acknowledges and agrees that due to the unique nature of Whelen's Confidential Information, there is no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow Customer or third parties to unfairly compete with Whelen, resulting in irreparable harm to Whelen, and therefore, that upon any such breach or any threat thereof, Whelen shall be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss or posting a bond, in addition to whatever remedies Whelen might have at law or in equity under this Agreement. Any breach of this Section 7 by Customer or an Authorized User will constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of Whelen.

8. REPRESENTATIONS AND WARRANTIES.

8.1. Mutual Representations and Warranties. Each Party hereby represents and warrants (a) that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate

any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8.2. Whelen Representations and Warranties. Whelen hereby represents and warrants that (a) Whelen will use commercially reasonable efforts to prevent the transmission of any virus or malicious code through the Application Services; (b) as accessed and used by Customer or any Authorized User in accordance with this Agreement, the Application Services will perform substantially in accordance with the Application Documentation; and (c) the Support Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices for similar services using personnel with the requisite skill, experience, and qualifications.

8.3. Customer Representations and Warranties. Customer hereby represents and warrants that (a) Customer has and will have all necessary licenses, approvals, and consents required to perform its obligations hereunder, (b) without limiting the foregoing, Customer has and will have adequate authority to share the Customer Content with Whelen as set forth herein and permit Whelen to use and disclose the Customer Content as contemplated herein, and (c) any Customer Content provided by Customer to Whelen for use in connection with the Services does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state, municipal, and local laws, rules, regulations, and judicial orders (including, but not limited to, applicable policies, laws, and orders related to spamming, privacy, and consumer protection).

9. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY.

9.1. Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES, THE APPLICATION DOCUMENTATION, AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE", WITH ALL FAULTS, AND WHELEN DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UPTIME, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND/OR DATA ACCURACY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WHELEN OR ITS AUTHORIZED REPRESENTATIVES (INCLUDING FIELD SOLUTIONS ENGINEERS) WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WHELEN'S OBLIGATIONS HEREUNDER. WHELEN DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT WHELEN AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER CONTENT, CUSTOMER'S DATA, OR

CONFIDENTIAL

CUSTOMER SYSTEMS. WHELEN WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA AND CUSTOMER CONTENT.

9.2. Exclusions of Remedies; Limitation of Liability. NOTWITHSTANDING A NEGLIGENT ACT AND EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND WHELEN'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR THERE IS AN ADEQUATE REMEDY AVAILABLE.

9.3. Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Section 9 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of this Agreement would be substantially different.

10. INDEMNIFICATION.

10.1. Whelen's Indemnity Obligations. Whelen agrees to indemnify, defend, and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages finally awarded by a court or agreed upon in settlement ("**Damages**") resulting from any claim by any third party (a) that Customer's licensed use of the Application Services and/or the Application Documentation in accordance with the terms and conditions of this Agreement infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, or (b) arising out of Whelen's negligent, tortious conduct, or otherwise unlawful acts. Customer shall promptly notify Whelen in writing of the claim, cooperate with Whelen, and allow Whelen sole authority to control the defense and settlement of such claim; provided that Whelen will not settle any third-party claim against Customer unless such settlement completely and forever releases Customer from all liability with respect to such claim or unless Customer consents to such settlement, and further provided that Customer will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost. If a claim for infringement is made or appears possible, Whelen may, at Whelen's sole discretion, obtain adequate rights to enable Customer to continue to use the Application Services, or modify or replace any such infringing material to make it non-infringing. If Whelen determines that none of these alternatives is reasonably available, Customer shall, upon written request from Whelen, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. The indemnification for infringement provided under this Section

10.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Application Services or the Application Documentation by Customer, (ii) combination, operation, or use of the Application Services with other software, hardware, or technology not provided by Whelen or explicitly contemplated by this Agreement, (iii) use of the Application Services not in accordance with the Application Documentation or this Agreement, or (iv) the Customer Content (any of the foregoing circumstances under clauses (i), (ii), (iii) and (iv) a "**Customer Indemnity Responsibility**"). THIS SECTION STATES WHELEN'S AND ITS LICENSORS AND SUPPLIERS SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT AND ARE IN LIEU OF ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

10.2. Intentionally Deleted.

11. TERM AND TERMINATION.

11.1. Term of the Agreement. The term of this Agreement will commence on the Effective Date and will continue for the duration set forth in the Order Form (the "**Term**"). The Term may be extended or renewed by mutual written agreement of the Parties.

11.2. Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party, by providing written notice to the breaching Party, specifically identifying the breach on which such notice of termination is based. The breaching Party will have a right to cure such breach within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

11.3. Termination for Non-Performance. The parties agree, in the event Whelen fails to perform any obligation, other than with regards to the date of delivery, set out in this Agreement, Customer may terminate this Agreement; provided, however, that if the failure, by its nature, is one that can be cured, Whelen shall have fifteen (15) business days after receipt of written notice from Customer to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in this Agreement or related Purchase Orders, all deliveries shall be made to Customer no later than ninety (90) days from the Subscription Commencement Date. The parties further agree that if Whelen, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing this Agreement, then the entire Agreement shall be voidable at the sole discretion of Customer. Should Customer elect to void this Agreement due to Whelen's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing this Agreement to meet the delivery deadline, then neither party shall be deemed to have breached this Agreement, and Whelen shall return all monies, within ninety (90) business days, paid by Customer for the Application Services that could not be delivered in the allotted time.

11.4. Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event that (a) the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

11.5. Additional Whelen Termination and Suspension Rights. Upon written notice to Customer, Whelen may suspend or

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terminate this Agreement, in whole or in part, with respect to the Application Services (or certain features thereof) if any Third Party Item made available through the Application Services or Whelen's right to use such Third Party Item, expires or is terminated or is modified in any manner that Whelen believes would impair its ability to provide such Application Services. In addition, Whelen reserves the right, in its sole discretion, to suspend Customer's access to any Application Services (i) upon notice to Customer if Whelen reasonably suspects that Customer has breached this Agreement; or (ii) for any of the following reasons: (a) to prevent damages or risk to, or degradation of, the Application Services; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect Whelen from potential legal liability; or (d) in the event an invoice remains unpaid for forty-five (45) or more days from the invoice due date, and Whelen will use reasonable efforts to provide Customer with notice prior to or promptly following any such suspension of the Application Services pursuant to the foregoing ((a)-(d)). Whelen will promptly restore access to the Application Services as soon as the event giving rise to suspension has been resolved. Any suspension of the Services will not result in the tolling or any extension of the Term to account for the period of such suspension and Whelen will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of such suspension. This Section will not be construed as imposing any obligation or duty on Whelen to monitor use of the Application Services.

11.6. Termination for Non-Appropriation of Funds. Whelen acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Customer fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to Customer, and such termination shall not be a breach of the Agreement, and any unused payment made to Whelen shall be returned to Customer. Customer shall provide written notice to Whelen, in accordance with Section 13.3 of this Agreement, ninety (90) days prior to termination due to non-appropriation of funds. Upon termination under this provision, Customer shall remain liable for payment for goods and services received and accepted before the termination date.

11.7. Effect of Termination. Upon any expiration or earlier termination of this Agreement all Order Forms entered under this Agreement will automatically terminate simultaneously and, Customer will (a) immediately discontinue all use of the Application Services and any Whelen Confidential Information; and (b) promptly pay to Whelen all amounts due and payable under this Agreement. Termination of this Agreement prior to expiration of the Term shall not affect any other agreement between Whelen and Customer in place at the time of such termination, and Customer shall remain responsible for the payment of any amounts due to Whelen or its designee pursuant to such other agreement(s).

11.8. Survival. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination; or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. In addition to the foregoing, upon termination or expiration of this Agreement, the Parties' respective obligations under the provisions of Sections 1, 3, 6.4, 7, 9, 10, 11.5, 11.6, 12, and 13 will survive the termination of this Agreement. In addition, any provisions of

the Third Party Terms that by their nature survive termination of this Agreement shall so survive.

12. DATA DELETION.

12.1. Request to Delete. Whelen shall delete or return Customer Content in its custody or control in accordance with Customer's instructions, including any applicable retention periods instructed by Customer or upon receipt of Customer's written request via the Organization Data Deletion Form. If Customer does not instruct a retention period for Customer Content or submit an Organization Data Deletion Form, then Whelen will delete Customer Content in accordance with Whelen's data retention policy.

12.2. Deletion Exceptions. Notwithstanding anything to the contrary, Customer acknowledges and agrees that any obligation to delete Customer Content excludes any Customer Content (a) that Whelen is required to retain, or prohibited from deleting, under applicable law, (b) reasonably related to any pending or reasonably likely legal claim or defense, (c) within Whelen's logs or archived on Whelen's back-up systems (which shall be deleted in the normal course according to Whelen's policies and procedures), or (d) that is aggregated or anonymized data. For so long as Whelen retains any Customer Content under this Section, Whelen's obligations under Sections 5 and 7 shall survive and apply to the retained Customer Content, and, when Whelen retains any Customer Content for purposes of (a) or (b) of this Section, Whelen shall only process the retained Customer Content for the purpose for which it was retained and delete the Customer Content as soon as the purpose for which it was retained no longer applies. Whelen acknowledges that Customer Content retained under this Section may be subject to subpoenas or requests under the federal Freedom of Information Act or analogous state laws, and Whelen will reasonably assist Customer by providing the relevant retained Customer Content in accordance with Customer's reasonable instructions in order for Customer to respond to any such subpoena or request to the extent required by applicable law.

12.3. Certification of Deletion. The Parties acknowledge and agree that the Organization Data Deletion Form, once executed and returned by Whelen, serves as a written certification of destruction designed to prevent retrieval or recreation of data according to Whelen's standards and policies.

12.4. Option for Return. Within ten (10) days of termination of this Agreement, in the event Customer wishes for Customer Content to be returned, Customer shall notify Whelen in writing requesting the return of Customer Content. Except for any Customer Content that Customer requested to delete, Whelen will return Customer Content in a structured format reasonably agreed upon by the Parties within sixty (60) days of receipt of a request under this Section 12.4.

13. MISCELLANEOUS.

13.1. Entire Agreement. This Agreement together with the Order Form sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. In the event of any conflict between the terms and conditions set forth in the body of this Agreement, any exhibits or attachments hereto, and the Order Form, the terms and conditions set forth in the body of this Agreement shall control unless an exception is expressly stated in as such in an exhibit, attachment, or the Order Form.

13.2. Independent Contractors. In making and performing this Agreement, Customer and Whelen act and will act at all times as independent contractors, and, except as expressly set forth

CONFIDENTIAL

herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of the other Party.

13.3. Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to Whelen as set forth below and to Customer at its address set forth in the Order Form, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

Whelen, Inc.
51 Winthrop Rd.
Chester, CT 06412
Attn: CFO

13.4. Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties. Whelen may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Agreement, shall not alter this Agreement, and shall not materially alter the use of the service or reduce the level of protection provided to Customer at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in this Agreement to the contrary, any change to this Agreement made by Whelen that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by Customer's City Clerk and approved as to form by the Customer's Attorney are subject to the terms and conditions of this Agreement, and shall not alter this Agreement and shall not materially alter the use of the Application Services or reduce the level of protection provided to the Customer at the time of the execution of this Agreement. Except as provided in the preceding, pertaining to Whelen's Privacy Policy, Whelen shall provide Customer written notice, sent in care of City Attorney's Office, Mt. Juliet, Tennessee, 2425 N. Mt. Juliet Road, Tennessee 37122, of any proposed change(s) to this Agreement at least ninety (90) days prior to being effective to Customer. Customer shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such termination shall not be a breach of this Agreement. Whelen will refund to Customer any payment made by Customer to Whelen equal to the difference between the number of months the payment was intended for and the number of months remaining on this Agreement that the fee was intended to cover.

13.5. Assignment. Customer shall not assign any of its rights or duties under this Agreement without the prior written consent of Whelen, and, absent such consent, any attempted assignment will be null, void and of no effect.

13.6. No Third Party Beneficiaries. The Parties acknowledge that, except as expressly set forth in this Agreement, the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Except as expressly set forth in this Agreement, nothing herein will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

13.7. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such

provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

13.8. Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

13.9. Force Majeure. Except with respect to payment obligations hereunder, if any, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice and the Agreement shall terminate if such performance has not resumed within those thirty (30) days.

13.10. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the state of Tennessee, without regard to conflicts of law principles thereof or to the United Nations Convention on the International Sale of Goods. Customer may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Whelen shall provide Customer notice of any intent to file suit by certified mail. Customer shall notify Whelen of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If Customer does not exercise its right to mediation, Whelen may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties. The parties hereby further agree that, except as provided for in this Agreement or by applicable law, the parties shall not be required to participate in any alternative dispute resolution process or procedure, including but not limited to arbitration and med-arb, relating to disputes that arise between the parties to the Agreement. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a Party elects to file an action in federal court) located in Wilson County, Tennessee. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. No action, regardless of form, arising out of this Agreement, may be brought by either Party more than one (1) year after the cause of action has arisen. To the extent permitted by law, the prevailing Party in any action or proceeding will be entitled to recover its reasonable attorneys' fees and costs.

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13.11. Publicity. Whelen shall not use Customer's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from Customer. Whelen shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of Customer..

13.12. U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Application Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Services and the Application Documentation with only those rights set forth therein.

13.13. Counterparts. The Order Form to which this Agreement is attached and incorporated may be executed in any number of counterparts via electronic or facsimile means, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

13.14. Affiliates, Subcontractors, and Vendors. Some or all of the Services, including support, may be provided by Whelen's

affiliates, agents, subcontractors, and information system vendors. The rights and obligations of Whelen may be, in whole or in part, exercised or fulfilled by the foregoing entities.

13.15. USA Patriot Act Notice. The U.S. federal USA Patriot Act ("*USA Patriot Act*") provides generally for the operator of a communication host and law enforcement to be able to monitor any content, upon request of the operator. Whelen anticipates fully complying with all its obligations, and availing itself of all its rights, under the USA Patriot Act.

13.16. Export Compliance. Customer acknowledges that the Application Services may be subject to export control laws. Customer will not, directly or indirectly, export or permit use of any portion of the Application Services outside of the United States without prior government authorization to the extent required by applicable regulation.

13.17. Electronic Execution. Each Party acknowledges and agrees that the Order Form may be executed by the Parties in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent). Customer acknowledges and agrees it will not contest the validity or enforceability of the Order Form, this Agreement or any related documents, including under any applicable statute of frauds, due to such execution in electronic form.

[End of Terms]



Mt. Juliet, Tennessee

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

Staff Report

File #: 1135
12.C.

Agenda Date: 3/24/2025

Agenda #:

Title:

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN FLOCK SAFETY AND THE CITY OF MT. JULIET POLICE DEPARTMENT FOR THE LICENSE PLATE READER PROGRAM

RESOLUTION ____-2025

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN FLOCK SAFETY AND THE CITY OF MT. JULIET POLICE DEPARTMENT FOR THE LICENSE PLATE READER PROGRAM

WHEREAS, the Board of Commissioners of the City of Mt. Juliet desires to maintain a high level of safety for the citizens and the officers of the Police Department; and

WHEREAS, the Mt. Juliet Police Department (MJPD) is transitioning from its current License Plate Reader (LPR) vendor, Rekor, to Flock Safety due to a superior product, software suite, and additional camera technologies that will enhance the department's ability to detect known criminal activity and improve reactive investigations; and

WHEREAS, this transition will provide a better product, software suite and additional camera technology to assist in detecting known criminal activity and enhance reactive investigations to solve crimes; and

WHEREAS, the transition to Flock Safety began in December 2024, and scheduled with full implementation by July 2025; and

WHEREAS, the funds budgeted in the FY2024-2025 budget are adequate to support the vendor change and funding for the program in Fiscal Year 2025-2026 will remain consistent with prior LPR program allocations, as this is a full vendor replacement; and

WHEREAS, Resolution 67-2024 previously authorized the Mayor to sign an agreement between Flock Safety and the City of Mt. Juliet Police Department for various components of the License Plate Reader (LPR) program; and

WHEREAS, this resolution serves as an addition/continuation to the Agreement authorized by Resolution 67-2024;

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

1. The Mayor is hereby authorized to sign the agreement with Flock Safety.
2. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.
3. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.
4. This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

RESOLUTION ____-2025

PASSED: _____

James Maness, Mayor

ATTEST:

Kenneth D. Martin, City Manager

Sheila Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Continued License Plate Reader New Vendor, Flock, Approvals for Transition

- 1) Who: Mt. Juliet Police Department
- 2) What: Continued LPR Flock New Vendor Approvals for Transition
- 3) When: Immediately
- 4) Where: MJPD
- 5) Why: The department is transitioning away from the Rekor vendor for the License Plate Reader (LPR) program and transitioning to the Flock vendor due to a better product, software suite, and additional camera technologies that will assist in detecting known criminal activity and enhancing reactive investigations to solve crimes. The initial transition will begin in December 2024, with a full transition to be completed in July 2025.

This approval is to ensure TN Dept. of Transportation approval on State routes for LPR cameras so the transition does not have a significant break in LPR coverage as cameras are replaced.

- 6) Costs: There is no change in costs as this is a transition for a complete vendor replacement.
- 7) Line Item: 42100-255 Data Processing has previously budgeted funds to support this effort with the LPR program

Staff Recommendation: Chief Michael Mullins and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Dep. Chief Tyler Chandler

Flock Safety + TN - Mt Juliet PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Alex Guth
alex.guth@flocksafety.com
6154175399

flock safety

ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	TN - Mt Juliet PD	Initial Term:	12 Months
Legal Entity Name:	TN - Mt Juliet PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	1019 Charlie Daniels Pkwy Mount Juliet, Tennessee 37122	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$68,600.00
Flock Safety Bundles			
Dual Solar LPR - Standard Bundle, fka Falcon	Included	2	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	8	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	7	Included
Solar LPR, fka Solar Falcon	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	1	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	6	\$0.00
Professional Services - Solar Implementation Fee	\$0.00	1	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	6	\$0.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	1	\$1,250.00
Professional Services - Solar Bundle Implementation Fee	\$0.00	2	\$0.00
		Subtotal Year 1:	\$69,850.00

Annual Recurring Subtotal:	\$68,600.00
Discounts:	\$5,000.00
Estimated Tax:	\$0.00
Contract Total:	\$69,850.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**").

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$69,850.00
Annual Recurring after Year 1	\$68,600.00
Contract Total	\$69,850.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$5,000.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - Solar Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Dual Solar LPR - Standard Bundle, fka Falcon	Two solar-powered fixed standard-range LPR cameras on the same pole
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Solar LPR, fka Solar Falcon	Standard range license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TN - Mt Juliet PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

RESOLUTION 67-2024

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN FLOCK SAFETY AND THE CITY OF MT. JULIET POLICE DEPARTMENT FOR THE LICENSE PLATE READER PROGRAM

WHEREAS, the Board of Commissioners of the City of Mt. Juliet desires to maintain a high level of safety for the citizens and the officers of the Police Department, and

WHEREAS, the Police Department currently utilizes a license plate reader (LPR) program; and

WHEREAS, the Police Department is transitioning to a new vendor for the LPR program; and

WHEREAS, the funds budgeted in the FY2024-2025 budget are adequate to support the vendor change; and

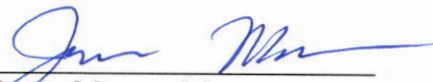
WHEREAS, this transition is set to begin in December 2024 upon approval of this agreement; and

WHEREAS, this transition will provide a better product, software suite and additional camera technology to assist in detecting known criminal activity and enhance reactive investigations to solve crimes;

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


1. The Mayor is hereby authorized to sign the agreement with Flock Safety.
2. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.
3. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.
4. This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED: 11/25/24

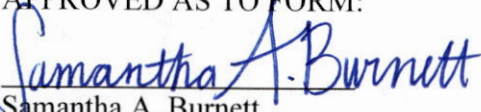

James Maness, Mayor


Kenneth D. Martin, City Manager

ATTEST:


Sheila Luckett, MMC
City Recorder

APPROVED AS TO FORM:


Samantha A. Burnett
City Attorney



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Authorize Contract Approval for Flock Vendor in License Plate Reader Program

- 1) Who: Mt. Juliet Police Department
- 2) What: New Vendor for LPR Program
- 3) When: Immediately
- 4) Where: MJPD
- 5) Why: The department is transitioning away from the Rekor vendor for the License Plate Reader (LPR) program and transitioning to the Flock vendor due to a better product, software suite, and additional camera technologies to assist in detecting known criminal activity and enhancing reactive investigations to solve crimes. Initial transition will begin December 2024, with a full transition to be completed in July 2025.
- 6) Costs: There is no change in costs as this is a transition for a complete vendor replacement.
- 7) Line Item: 42100-255 Data Processing has previously budgeted funds to support this effort with the LPR program

Staff Recommendation: Chief Michael Mullins and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Dep. Chief Tyler Chandler

Flock Safety + TN - Mt Juliet PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Alex Guth
alex.guth@flocksafety.com
6154175399



EXHIBIT A
ORDER FORM

Customer: TN - Mt Juliet PD
 Legal Entity Name: TN - Mt Juliet PD
 Accounts Payable Email: jcothron@mtjuliet-tn.gov
 Address: 1019 Charlie Daniels Pkwy Mount Juliet,
 Tennessee 37122

Initial Term: 18 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$24,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety Video Products			
Flock Safety Condor™ PTZ w/ LTE Service -	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Condor Professional Services - Standard Implementation Fee -	\$0.00	8	\$0.00

Subtotal Year 1:	\$12,000.00
Annual Recurring Subtotal:	\$24,000.00
Discounts:	\$6,000.00
Estimated Tax:	\$0.00
Contract Total:	\$36,000.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement. Following the Term, the Agreement will not automatically renew; Customer may renew this Agreement for successive renewal terms of the length set forth on the Order Form (each, a "Renewal Term") by providing at least thirty (30) days' written notice to Flock prior to the end of the then-current term. Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

Special Terms:

- The Parties agree that the Flock Safety Condors will not be installed until around January 2025.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$12,000.00
Annual Recurring after Year 1	\$24,000.00
Contract Total	\$36,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$6,000.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Condor™ PTZ w/ LTE Service -	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Condor Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
FlockOS™ - - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TN - Mt Juliet PD

By: _____

By: 

Name: _____

Name: Tyler Chandler on Behalf of City of Mt. Juliet

Title: _____

Title: Deputy Chief of Police

Date: _____

Date: 11/26/2024

PO Number: 110-41302

Flock Safety + TN - Mt Juliet PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Alex Guth
alex.guth@flocksafety.com
6154175399



EXHIBIT A
ORDER FORM

Customer: TN - Mt Juliet PD
 Legal Entity Name: TN - Mt Juliet PD
 Accounts Payable Email: jcothron@mtjuliet-tn.gov
 Address: 1019 Charlie Daniels Pkwy Mount Juliet,
 Tennessee 37122

Initial Term: 19 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$22,800.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety Bundles			
Dual Solar Falcon® Standard Bundle -	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon® -	Included	6	Included
Solar Falcon® -	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee -	\$0.00	3	\$0.00
Professional Services - Existing Infrastructure Implementation Fee -	\$0.00	3	\$0.00
Professional Services - Solar Bundle Implementation Fee -	\$0.00	1	\$0.00

Subtotal Year 1:	\$13,300.00
Annual Recurring Subtotal:	\$22,800.00
Discounts:	\$5,200.00
Estimated Tax:	\$0.00
Contract Total:	\$36,100.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement. Following the Term,

*the Agreement will not automatically renew; Customer may renew this Agreement for successive renewal terms of the length set forth on the Order Form (each, a “**Renewal Term**”) by providing at least thirty (30) days’ written notice to Flock prior to the end of the then-current term. Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.*

Special Terms:

- Flock Safety Falcons will not be installed until December 2024.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$13,300.00
Annual Recurring after Year 1	\$22,800.00
Contract Total	\$36,100.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$1,900.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$3,300.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Dual Solar Falcon® Standard Bundle -	Two solar-powered fixed standard-range LPR cameras on the same pole
Solar Falcon® -	Standard range license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TN - Mt Juliet PD

By: _____

By: 

Name: _____

Name: Tyler Chandler on Behalf of City of Mt. Juliet

Title: _____

Title: Deputy Chief of Police

Date: _____

Date: 11/26/2024

PO Number: 110-41302

Flock Safety + TN - Mt Juliet PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Alex Guth
alex.guth@flocksafety.com
6154175399



EXHIBIT A
ORDER FORM

Customer: TN - Mt Juliet PD	Initial Term: 16 Months
Legal Entity Name: TN - Mt Juliet PD	Renewal Term: 24 Months
Accounts Payable Email: jcothron@mtjuliet-tn.gov	Payment Terms: Net 30
Address: 1019 Charlie Daniels Pkwy Mount Juliet, Tennessee 37122	Billing Frequency: Annual
	Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$13,500.00
Flock Safety Bundles			
Condor Multidirectional Bundle 270° Fixed + PTZ -	Included	2	Included
Flock Safety Video Products			
Flock Safety Condor™ Fixed Camera w/ LTE Service -	Included	6	Included
Flock Safety Condor™ PTZ w/ LTE Service -	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Intersection	\$0.00	2	\$0.00

Implementation Fee -

Subtotal Year 1:	\$4,500.00
Annual Recurring Subtotal:	\$13,500.00
Discounts:	\$2,000.00
Estimated Tax:	\$0.00
Contract Total:	\$18,000.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement. Following the Term, the Agreement will not automatically renew; Customer may renew this Agreement for successive renewal terms of the length set forth on the Order Form (each, a "Renewal Term") by providing at least thirty (30) days' written notice to Flock prior to the end of the then-current term. Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

Special Terms:

- The Parties agree that the Flock Hardware will not be installed until around March of 2025.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$4,500.00
Annual Recurring after Year 1	\$13,500.00
Contract Total	\$18,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$2,000.00

Product and Services Description

Flock Safety Platform Items	Product Description
Condor Multidirectional Bundle 270° Fixed + PTZ -	Multi Directional Mount with 3 Condor Fixed Video Cameras with 270 degree view and PTZ on same pole with 30 days of storage, AC Powered
Professional Services - Intersection Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Condor™ Fixed Camera w/ LTE Service -	
Flock Safety Condor™ PTZ w/ LTE Service -	

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TN - Mt Juliet PD

By: _____

By: 

Name: _____

Name: Tyler Chandler on Behalf of City of Mt. Juliet

Title: _____

Title: Deputy Chief of Police

Date: _____

Date: 11/26/2024

PO Number: 110-41302



Mt. Juliet, Tennessee

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

Staff Report

File #: 1138
12.D.

Agenda Date: 3/24/2025

Agenda #:

Title:

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE INTERCHANGE PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION __-2025

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE INTERCHANGE PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.

WHEREAS, the City of Mt. Juliet desires to coordinate with the Tennessee Department of Transportation (TDOT) for the design and construction of the Central Pike Interchange with I-40 project (“The Project”); and

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

WHEREAS, the City of Mt. Juliet desires to approve the agreement with TDOT for the Project.

WHEREAS, The City of Mt. Juliet now understands that if it weren’t for the City’s \$25 million contribution to the Project, the Project would not have been selected and would not have made TDOT’s 10-year project list;

WHEREAS, the City’s \$25 million commitment has truly expedited the Project by evidence of the Project being included in TDOT’s 10-year plan, which allocates construction funding for the Central Pike Interchange project in the year 2030; and

WHEREAS, the City of Mt. Juliet Board of Commissioners wish to establish the following stipulations regarding the allocation of city funds toward the Project:

- The City commits to fully funding the ROW phase of the project, without any stipulations placed on the amount of funding for the ROW phase, so long as this phase does not exceed \$25 million in cost. After ROW funds are expended and the ROW phase is completed, the balance remaining of the \$25 million could be committed to the construction phase, but is subject to the conditions below.
- If the construction phase is started prior to June 30, 2031, then the city commits to funding the remaining balance of the \$25 million towards the construction phase.
- If the construction phase is started between July 1, 2031 and June 30, 2032, the city will reduce the remaining funds by 25% and commit that amount towards the construction phase.
- The remaining balance will be reduced an additional 25% for each subsequent fiscal year that construction has not started until there is no remaining balance left to commit.

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

Section 1. The Board of Commissioners approve the Agreement with TDOT.

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

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

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

PASSED:

FIRST READING:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenneth Martin, City Manager

Samantha Burnett, Attorney

RESOLUTION __-2025

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE INTERCHANGE PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.

Executive Summary

The project: This project consists of constructing a new interchange at Central Pike and I-40.

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

Funding: Per the agreement, the City will allocate \$5 million of the total potential \$25 million to TDOT to finish engineering and to begin the ROW acquisition phase for the project. An amendment to the agreement will be required prior to any additional city funding being allocated to TDOT above this initial \$5 million. Per the resolution, the City will establish the following stipulations for the city's funding commitment on the project:

- The City commits to fully funding the ROW phase of the project, without any stipulations placed on the amount of funding for the ROW phase, so long as this phase does not exceed \$25 million in cost. After ROW funds are expended and the ROW phase is completed, the balance remaining of the \$25 million could be committed to the construction phase, but is subject to the conditions below.
- If the construction phase is started prior to June 30, 2031, then the city commits to funding the remaining balance of the \$25 million towards the construction phase.
- If the construction phase is started between July 1, 2031 and June 30, 2032, the city will reduce the remaining funds by 25% and commit that amount towards the construction phase.
- The remaining balance will be reduced an additional 25% for each subsequent fiscal year that construction has not started until there is no remaining balance left to commit.

These stipulations will be considered and followed for any future TDOT contract amendment that involves the City allocating additional funding toward the project.

Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 17, 2025 - DRAFT

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

Re: Construction of new Interchange on I-40 at SR-265 (Central Pike) (IA)(TMA)
Mt. Juliet, Wilson County
PIN: 124884.00
Federal Project Number: NH-I-40-5(150)
State Project Number: 95I040-F3-012
Agreement Number: 190126 Amendment 1

Dear Mayor Maness:

I am attaching an amendment to the original contract for the development of the referenced project. The amendment updates the state project number, responsibility per phase and funding. Please review the amendment and advise me if it requires any additional explanation. The estimated cost for your agency's share of the preliminary engineering is \$5,000,000.00.

If you find the amendment fully satisfactory, please execute it in accordance with all rules, regulations and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Upon execution by your Agency, please return your preliminary engineering deposit of \$5,000,000.00 to me. Once the amendment is fully executed Adobe Sign will email you a link to download the amendment for your records.

The deposit may be made either by check made payable to the State of Tennessee Department of Transportation, Attn: Matt Burcham in the Local Programs Development Office at the address listed above, or via deposit into the Local Government Investment Pool (LGIP) account. To deposit funds into your LGIP account, please follow the attached instructions.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

Steve Allen, Director

Attachment

Ecc: Preston Elliott
Steve Allen
Jay Norris
Jon Storey
Joe Deering
James Kelley
Brian Hurst
Shaun Armstrong
Mayor: James Maness: jmaness@mtjuliet-tn.gov
City Attorney: L. Gino Marchetti, Jr.: gmarchetti@tpmblaw.com
Public Works Director: Matthew White: mwhite@mtjuliet-tn.gov
E-file

DRAFT

Amendment Number: 1
Agreement Number: 190126
Project Identification Number: 124884.00
Federal Project Number: NH-I-40-5(150)
State Project Number: 95I040-F3-012

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

"Construction of new Interchange on I-40 at SR-265 (Central Pike) (IA)(TMA)"

1. The language of Agreement # 190126 dated July 30, 2019 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1.
2. The language of Agreement # 190126 dated July 30, 2019 Section B.1 General Requirements: a) is hereby deleted in its entirety.
3. The following is added as B.1 General Requirements: a).

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Department	Agency
Preliminary Engineering by:	Department	Project/Agency
Right-of-Way by:	Department	Project/Agency
Utility Coordination by:	Department	Project/Agency
Construction by:	Department	Project/Agency

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

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

CITY OF MT. JULIET

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
James Maness
Mayor

Date

By: _____
Howard H. Eley
Commissioner

Date

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____
L. Gino Marchetti, Jr.
Attorney

Date

By: _____
Leslie South
General Counsel

Date

EXHIBIT “A” for AMENDMENT 1

Agreement #: 190126
 Project Identification #: 124884.00
 Federal Project #: NH-I-40-5(150)
 State Project #: 95I040-F3-012

Project Description: Interchange on I-40 at SR-265 (Central Pike) (IA)(TMA)

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

Type of Work: New Construction

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	LOCAL	0%	0%	100%	\$1,000,000.00
PE-DESIGN	STA	0%	100%	0%	\$1,751,500.00
PE-DESIGN	LOCAL	0%	0%	100%	\$5,000,000.00
RIGHT-OF-WAY	TBD	80%	20%	0%	TBD
RIGHT-OF-WAY	LOCAL	0%	0%	100%	TBD
CONSTRUCTION	TBD	80%	20%	0%	TBD
CONSTRUCTION	LOCAL	0%	0%	100%	TBD

Ineligible Cost: If the Project includes federal funds, then one hundred percent (100%) of the actual cost will be paid from Agency funds if any Project costs are at any time deemed to be ineligible costs for federal funding by the Federal Highway Administration.

Legislative Authority: NHPP: 23 U.S.C.A., Section 119; Section 104 (b)(1) National Highway Performance Program funds as allocated to the Tennessee Department of Transportation

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

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

Agency Maximum Liability: The parties agree that the total maximum liability of the Agency under this Agreement shall not exceed \$25,000,000 unless amended by the parties.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1137
13.A.

Agenda Date: 3/24/2025

Agenda #:

Title:

Traffic Commission Appointment

Sec. 28-22. Membership.

The traffic commission shall consist of four members who are residents of the city to be appointed by the mayor and confirmed by the board of commissioners. The members of said commission shall be bona fide residents of the city at the time of their appointment and shall remain residents of the city or the area comprising said city during the term of their appointment. In addition to the four members set forth in this section, the chief of police shall serve as a member with the right to vote and the city manager shall serve as member but shall have no vote except in case of a tie. The members of the first commission appointed shall take office as of the date of their appointment and qualification. The chief of police and city manager shall serve as permanent members. The remaining members shall serve for terms of three years, provided that one member shall be appointed for a term of one year from the date of appointment, one for two years and the remaining two for three years.

(Code 1997, § 5-9-102; Ord. No. 98-23, 7-6-1998; Ord. No. 98-37, 10-5-1998)



Mt. Juliet, Tennessee

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

Staff Report

File #: 1139
13.B.

Agenda Date: 3/24/2025

Agenda #:

Title:

Central Business Improvement District (CBID) Appointment

CBID
Central Business Improvement District

Appointment:

Nominated by Mayor, voted on by BoC.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1140
13.C.

Agenda Date: 3/24/2025

Agenda #:

Title:

Industrial Development Board (IDB) Appointment

IDB
Industrial Development Board

Appointment:

Nominated by Mayor, voted on by BoC.