



Mt. Juliet, Tennessee

Board of Commissioners

Agenda

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

Monday, February 12, 2024

6:30 PM

Commission Chambers

Presentations 6:00 PM

Donations made to the City

Public Hearing 6:15 PM

A. Public Notice

0523

Sponsors: City Manager Kenny Martin

Attachments: 02-12-2024 2nd Reading Items

- To amend the Preliminary Master Development Plan for the Providence PUD, located at 80 Belinda Pkwy, Map 096, Parcel 001.11, in the City of Mt. Juliet, Wilson County, Tn.
- To amend the Preliminary Master Development Plan for the Mt. Juliet Commons PUD, located at 12950 Lebanon Rd., Map 053, Parcel 109.00 in the City of Mt. Juliet, Wilson County, Tn.
- Amend the FY 2023/2024 to purchase a F-150 Service Truck for Public Works

1. Call to Order & Declare a Quorum Present

2. Set Agenda

3. Invocation & Pledge of Allegiance

4. Approval of Minutes

4.A. Approve Minutes of January 22, 2024

0521

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments: Minutes 1-22-24

4.B. Approve the minutes of the Special Meeting of February 5, 2024

0522

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments: Minutes for SP 2-5-24

5. Citizens Comments

6. Commissioner Reports & Comments

7. City Manager's Report

8. Unfinished Business Consent Agenda Items: 2nd Reading

- 9.A.** AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE PROVIDENCE PLANNED UNIT DEVELOPMENT (PUD), LOCATED AT 80 BELINDA PARKWAY, MAP 096, PARCEL 001.11, IN THE CITY OF MT. JULIET, WILSON COUNTY, TN **0452**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Homewood Suites PUD Amend SR](#)
[Homewood Suites PUD Amend ORD](#)
[Legal Description Homewood Suites](#)
[Homewood Suites PUD Amendment Exhibit B 12 14 23](#)

Legislative History

| | | |
|----------|------------------------|---|
| 12/21/23 | Planning Commission | **Positive Recommendation to the Board of Commissioners |
| 1/8/24 | Board of Commissioners | recommended for approval to the Board of Commissioners |

- 9.B.** AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE MT. JULIET COMMONS PLANNED UNIT DEVELOPMENT (PUD), BEING LOCATED AT 12950 LEBANON ROAD, MAP 053, PARCEL 109.00 IN THE CITY OF MT. JULIET, WILSON COUNTY, TN. **0456**

Sponsors: Planning Commission Positive Recommendation

Attachments: [MJ Commons PUD Amend SR](#)
[MJ Commons PUD Amend ORD](#)
[MJ Commons Legal Description Exhibit A](#)
[MJ Commons PUD Amendment Exhibit B 12 14 23](#)

Legislative History

| | | |
|----------|------------------------|---|
| 12/21/23 | Planning Commission | **Positive Recommendation to the Board of Commissioners |
| 1/8/24 | Board of Commissioners | recommended for approval to the Board of Commissioners |

9. Unfinished Business - Ordinance 2nd Reading

- 9.C.** AMEND THE FISCAL YEAR 2023/2024 BUDGET TO PURCHASE A F-150 SERVICE TRUCK FOR THE PUBLIC WORKS DEPARTMENT **0497**

Sponsors: City Manager Kenny Martin

Attachments: [2024- Amend 23-24 budget to purchase truck for PW](#)
[Fiscal Note Amend 23-24 budget to purchase PW truck](#)

Legislative History

1/22/24

Board of Commissioners

recommended for approval to the
Board of Commissioners**11. New Business - Ordinances 1st Reading**

- 11.A.** AN ORDINANCE TO AMEND MT. JULIET CITY CODE CHAPTER 2, ARTICLE XIII CODE OF ETHICS **0514**

Sponsors: James Maness

Attachments: [Ethics Ord amendment](#)

- 11.B.** AN ORDINANCE AMENDING the FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 to appropriate funds for the PURCHASE OF ambulances and VEHICLES FOR THE FIRE / EMS department **0515**

Sponsors: James Maness

Attachments: [2024- Amend 23-24 budget to purchase Fire and EMS vehicles and Equip](#)
[Budget amend Ex Sum for ambulances and Tahoes 0224](#)

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

Sponsors: Ray Justice

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

- AN ORDINANCE AMENDING the FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO appropriate funds to replace a damaged drug fund vehicle **0525**

Sponsors: City Manager Kenny Martin

Attachments: [2024- amend 23-24 budget - damaged drug fund vehicle](#)
[2024 Executive Summary Budget Amendment appropriate funds for replacement drug fund vehicle](#)

- AN ORDINANCE AMENDING the FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO appropriate funds for repairs of Fire/EMS department vehicles **0533**

Sponsors: City Manager Kenny Martin

Attachments: [2024- amend 23-24 budget - fire and ems vehicle repairs](#)
[2024- Ex Summary Amend 23-24 budget to purchase PD vehicles](#)

AN ORDINANCE AMENDING the FISCAL YEAR 2023/2024
BUDGET ORDINANCE 2023-24 to appropriate funds for the
PURCHASE OF
VEHICLES FOR THE Police department

0535

Sponsors: City Manager Kenny Martin

Attachments: [2024- Ex Summary Amend 23-24 budget to purchase PD vehicles](#)
[2024- Amend 23-24 budget to purchase PD vehicles](#)

Resolutions

- B. RESOLUTION APPROVING THE AWARD OF THE
CONSTRUCTION CONTRACT FOR THE BELINDA
WINGWALL REPAIRS PROJECT AND AUTHORIZING THE
MAYOR TO SIGN THE CONTRACT

0501

Sponsors: Kenneth Martin

Attachments: [2024-02-12, Belinda Wingwall Repair Construction Contract Resolution](#)
[2024-02-12, Belinda Wingwall Repair Contract Resolution - Exec Summary](#)
[JARRETT Contract Signature Page](#)

- C. A RESOLUTION DECLARING CITY OF MT. JULIET PARKS
DEPARTMENT PROPERTY AS SURPLUS

0519

Sponsors: City Manager Kenny Martin

Attachments: [Bdget Amend ExSum Surplus prop Parks Gator to donate](#)
[Declare Parks Property as Surplus and donate Gator](#)

A RESOLUTION TO APPROVE THE ATTACHED CONTRACT
WITH GREATER NASHVILLE REGIONAL COUNCIL FOR
VERIFICATION OF THE SPECIAL CENSUS CONDUCTED BY
THE CITY OF MT. JULIET

0532

Sponsors: City Manager Kenny Martin

Attachments: [2023 - Approve contract with GNRC for special census](#)
[GNRC Contract for Special Census](#)

A RESOLUTION TO APPROVE THE ATTACHED CONTRACT
WITH GREAT SOUTHERN RECREATION FOR
INSTALLATION OF A PLAYGROUND AT SGT. JERRY
MUNDY MEMORIAL PARK

0534

Sponsors: City Manager Kenny Martin

Attachments: [2024 - Approve contract with GSR for playground at Mundy Pk](#)
[GSR Mundy Park Playground renderings](#)
[GSR Mundy Park Playground-Client Agreement](#)

12. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 0523

Agenda Date: 2/12/2024

Agenda #: A.

Title:

Public Notice

PUBLIC NOTICE

The Board of Commissioners of the City of Mt. Juliet will have a Public Hearing on February 12, 2024, at 6:15 pm inside City Hall, 2425 N. Mt. Juliet Rd., for the 2nd and final reading on the following:

- To amend the Preliminary Master Development Plan for the Providence PUD, located at 80 Belinda Pkwy, Map 096, Parcel 001.11, in the City of Mt. Juliet, Wilson County, Tn.
- To amend the Preliminary Master Development Plan for the Mt. Juliet Commons PUD, located at 12950 Lebanon Rd., Map 053, Parcel 109.00 in the City of Mt. Juliet, Wilson County, Tn.
- Amend the FY 2023/2024 to purchase a F-150 Service Truck for Public Works

The Public is invited to attend and comment.

Kenny Martin, City Manager
City of Mt. Juliet



Mt. Juliet, Tennessee

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

Staff Report

File #: 0521

Agenda Date: 2/12/2024

Agenda #: 4.A.

Title:

Approve Minutes of January 22, 2024



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 6:19 PM.

A. Amend FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL IMPROVEMENT PROJECT **0495**

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments:

1. Call to Order & Declare a Quorum Present

Mayor Maness called the Regular meeting of the Board of Commissioners to order at 6:31 PM and declared a quorum present.

Present: Bill Trivett, James Maness, Jennifer Milele, Ray Justice, and Scott Hefner

2. Set Agenda

Under New Business: Remove 12 A & B from Consent

3. Invocation & Pledge of Allegiance

Communication Director Justin Beasley held the invocation and led the Pledge of Allegiance. PIO Sami Kincaid was introduced.

4. Approval of Minutes

This was accepted.

RESULT: ACCEPTED

MOVER: Jennifer Milele

SECONDER: Ray Justice

4.A. Approval of January 8, 2024 Minutes **0496**

Attachments:

5. Citizens Comments

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

Chris Sorey stated he filed several complaints against the City. Feels the Ethics Complaints were handled wrong.

Frank DeRiggi spoke on a complaint he had filed. Mayor Maness stated this has been addressed internally.

6. Commissioner Reports & Comments

Commissioner Justice: Thanked PW, Fire and Police for the hard work this past week with the ice, snow and extreme cold. What PW had to endure was brutal. They all had to answer calls in the extreme low temperatures. This starts at the top with City Manager Kenny Martin. Please show city staff your appreciation.

Vice Mayor Trivett: Thanked everyone for attending tonight. Mirrored Commissioner Justice's comments. We had great communication to the public from the PIO's. We had lots of communication externally and internally. Appreciates getting the info out to the public. Parks will have more opportunities for extra Father/Daughter Dances. We need more to reach out to Parks to let them know there is interest in additional events.

Commissioner Hefner: Brian Callahan hired by the Titans. Welcomed Sami Kincaid, she has done a great job. PW, Fire and Police deserve a big thanks. Special thanks to Station 1, Shift A they had an accident with a busted head and they should up and did a phenomenal job. Thanks for attending and watching.

Commissioner Milele: Welcomed Sami Kincaid. Thanks to all of the First Responders. Do we really have freedom of speech. Social Media has been blocking her. Would love the admin of Hip MJ to reach out to her. Thanked MJ Homepage for not censoring her. Will vent about recent Ethics process, not the outcome. She cannot find any laws on this. The letter from Special Counsel Farmer was not on a letterhead. This is been frustrating to try to get answers, she is referencing Mr. Farmer. Feels the first meeting should be nullified and voided. Feels this should be redone, but does not feel a new outcome will happen.

Mayor Maness: The effort that PW put in trying to keep the roads clear and covering areas that weren't the city's responsibility was great. We just can't cover every road. Resources are limited. Appreciate everything that was done. Ethics Commission, it is a broken process, doesn't feel anyone would deny this. The original ordinance was passed in 2006. The ordinance adopted was a boiler plate recommended by MTAS, what I didn't realize this was changed. What was a boiler plate became unique to Mt. Juliet. Feels those changes created the problem. It is not fair to anyone. Feels we need to look at this. We want to be as transparent as possible. We have some cleaning up to do.

7. City Manager's Report

In his 34 years feels we had the least amount of car crashes during the snow and ice. We have a total of 3 plow trucks in the City. Offices might shut down but work is being completed. There was lots of communication internally. Commended PW, Fire and Police who have to be out there. Please patronize our local businesses. They need us and we need them.

8. Unfinished Business Consent Agenda Items:**9. Unfinished Business****9.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET
ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT
FUNDS FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL
IMPROVEMENT PROJECT [0464](#)**

Sponsors: City Manager Kenny Martin

Attachments: [2024-01-08- Amend S. Greenhill RR Xing Capital Proj budget for grant awards](#)
[2024-01-08- Amend S. Greenhill RR Xing Capital Proj budget Exec Summary](#)

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Jennifer Milele

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2024-05

11. New Business**11.A. AMEND THE FISCAL YEAR 2023/2024 BUDGET TO PURCHASE A
F-150 SERVICE TRUCK FOR THE PUBLIC WORKS DEPARTMENT [0497](#)**

Sponsors: City Manager Kenny Martin

Attachments: [2024- Amend 23-24 budget to purchase truck for PW](#)
[Fiscal Note Amend 23-24 budget to purchase PW truck](#)

Discussion was held on a F250 and snow plow equipment to be added at 2nd Reading.

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

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Bill Trivett

SECONDER: Jennifer Milele

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

12 New Business Consent Agenda Items:

Resolutions

- A. RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND BARGE DESING SOLUTIONS, INC. FOR DESIGN SERVICES ON THE PLEASANT GROVE ROAD WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT** **0474**

Sponsors: Kenneth Martin

Attachments: [2024-01-22, PGR Widening Consultant Resolution](#)
[2024-01-22, PGR Widening Consultant Resolution - Exec Summary](#)
[Barge Contract \(draft\)](#)

Discussion was held with Public Works Director Matt White concerning the change at Barge and work to be completed.

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

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Bill Trivett

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 06-2024

- D. RESOLUTION EXPRESSING OFFICIAL INTENT THAT CERTAIN EXPENDITURES TO BE INCURRED IN CONNECTION WITH CERTAIN PUBLIC SAFETY PROJECTS AND RELATED EXPENDITURES BE REIMBURSED FROM PROCEEDS OF NOTES, BONDS, OR OTHER INDEBTEDNESS TO BE ISSUED BY THE CITY OF MT. JULIET, TENNESSEE** **0498**

Sponsors: City Manager Kenny Martin

Attachments: [2024- Resolution re reimburse GF HQ pmts with borrowing](#)

This Resolution was adopted.

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Bill Trivett

Enactment No: 07-2024

B. RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE WIDENING, PHASE 1 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0492**

Sponsors: Kenneth Martin

Attachments: [2024-01-22, TDOT Contract Resolution - Central Pike Widening](#)
[2024-01-22, TDOT Contract Resolution - Central Pike Widening Exec Summary](#)
[PIN 124887.02, TDOT Contract](#)

Discussion was held.

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

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Bill Trivett

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 08-2024

C. A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION **0493**

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments: [2024- Res FDMJ surplus property Crown Vic](#)
[2024 Executive Sum-FDMJ surplus Crown Vic](#)

Discussion was held.

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Jennifer Milele

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 09-2024

12. Adjournment

The meeting adjourned at 7:30 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 #: 0522

Agenda Date: 2/12/2024

Agenda #: 4.B.

Title:

Click or tap here to enter text.



Special Meeting

1. Call to Order & Declare a Quorum Present

Rollcall

Present: Bill Trivett, James Maness, Jennifer Milele, Ray Justice, and Scott Hefner

1. Call to Order & Declare a Quorum Present

Mayor called the Special Meeting to order at 5:31 PM

2. Set Agenda

As Published

5. Citizens Comments

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

No pros or cons

Appointment to Ethics Commission

Ethics Commission Appointment:

0502

Mayor Maness Representative / Nomination: Andrew J. Barlow

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments: [Sec. 6 20 208. Special meetings. \(2\)](#)
[2-5-24 Special Meeting](#)

Discussion was held on Mr. Barlow being a past City employee.

Commissioner Milele her experience with Mr. Barlow he is a man of character and integrity and past relationships would not effect his decisions.

Commissioner Justice stated he has zero problem with Mr. Barlow.

Commissioner Hefner questioned if there were any conflicts/concerns since he does work for TDOT.

City Attorney Marchetti stated there is only a conflict if he/she holds a state elected office.

Mayor Maness stated that Mr. Barlow has been well vetted, he was in charge of millions of dollars of projects and ran a large department while working at the City.

A motion was made by Trivett, seconded by Milele, that this Action Item be approved. The motion carried by the following vote:

RESULT: APPROVED

MOVER: Bill Trivett

SECONDER: Jennifer Milele

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

12. Adjournment

Mayor James Maness

City Recorder Sheila S. Lockett, MMC



Mt. Juliet, Tennessee

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

Staff Report

File #: 0452

Agenda Date: 2/12/2024

Agenda #: 9.A.

Title:

AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE PROVIDENCE PLANNED UNIT DEVELOPMENT (PUD), LOCATED AT 80 BELINDA PARKWAY, MAP 096, PARCEL 001.11, IN THE CITY OF MT. JULIET, WILSON COUNTY, TN



MEMORANDUM

Date: December 21, 2023

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Providence
PMDP PUD Amendment
Map - 96
Parcels – 01.11

Request: CSDG, on behalf of their client Cumberland Hospitality, requests an amendment to the Providence PUD regarding Lot 4, at 80 Belinda Parkway, in District 3 for development of a hotel.

History: 80 Belinda Parkway is on the north side of the street between Two Rivers Ford and Music City Honda. The Providence PUD dates to 1999 and has been subject to modifications in the past. The parcel is shown on the plans as lot 4 and is approximately 3.25 acres and zoned CMU-PUD. Development intended for this parcel includes a Homewood Suites hotel. A description of the proposed amendment is below.

Request: The applicant requests 62' maximum permissible height (5 stories) in lieu of 35' (3 stories) for a hotel on Lot 4 in the PUD.

Summary: The Zoning Ordinance allows up to 70' height (in lieu of 35') to be built on CMU zoned land within ½ mile from an existing or proposed I40 interchange, this property falls just outside of that radius (approx. 0.55 miles to MJR/I40). The PUD modification request is for the building height only; all other regulations and conditions of previous approvals shall still apply.

Recommendation: Staff recommends forwarding this maximum height amendment for 80 Belinda Parkway in the Providence PUD to the Board of Commissioners with a positive recommendation and the conditions below.

Planning and Zoning:

1. All conditions of Preliminary Master Development Plan and Final Master Development Plan approval shall be adhered to.

Public Works:

1. No Comments

West Wilson Utility District:

1. There are no existing or proposed water lines shown.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE PROVIDENCE PLANNED UNIT DEVELOPMENT (PUD), LOCATED AT 80 BELINDA PARKWAY, MAP 096, PARCEL 001.11, IN THE CITY OF MT. JULIET, WILSON COUNTY, TN.

WHEREAS, the Preliminary Master Development Plan amendment request for the Providence Planned Unit Development is compliant with the requirements found in the City's Zoning Ordinance and;

WHEREAS, the Regional Planning Commission considered this request during their meeting of December 21, 2023 and forwarded a positive recommendation to the Board of Commissioners by a vote of 8-0-0 and;

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the Preliminary Master Development Plan for the Providence Planned Unit Development, for Map 096, Parcel 001.11.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2024 THAT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE PROVIDENCE PLANNED UNIT DEVELOPMENT BE AMENDED AS FOLLOWS:

SECTION 1. – The Preliminary Master Development Plan for the Providence Planned Unit Development is amended as shown in Exhibit B. The PMDP-PUD shall comply with the Zoning Ordinance, be in conformance with all other applicable rules, regulations, approvals and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

Planning and Zoning:

1. All conditions of Preliminary Master Development Plan and Final Master Development Plan approval shall be adhered to.

Public Works:

1. No Comments

West Wilson Utility District:

1. There are no existing or proposed water lines shown.

LEGAL DESCRIPTION – See Exhibit A.

BE IT FURTHER ORDAINED

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

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

PASSED:

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

Sheila S. Luckett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney

Property Description

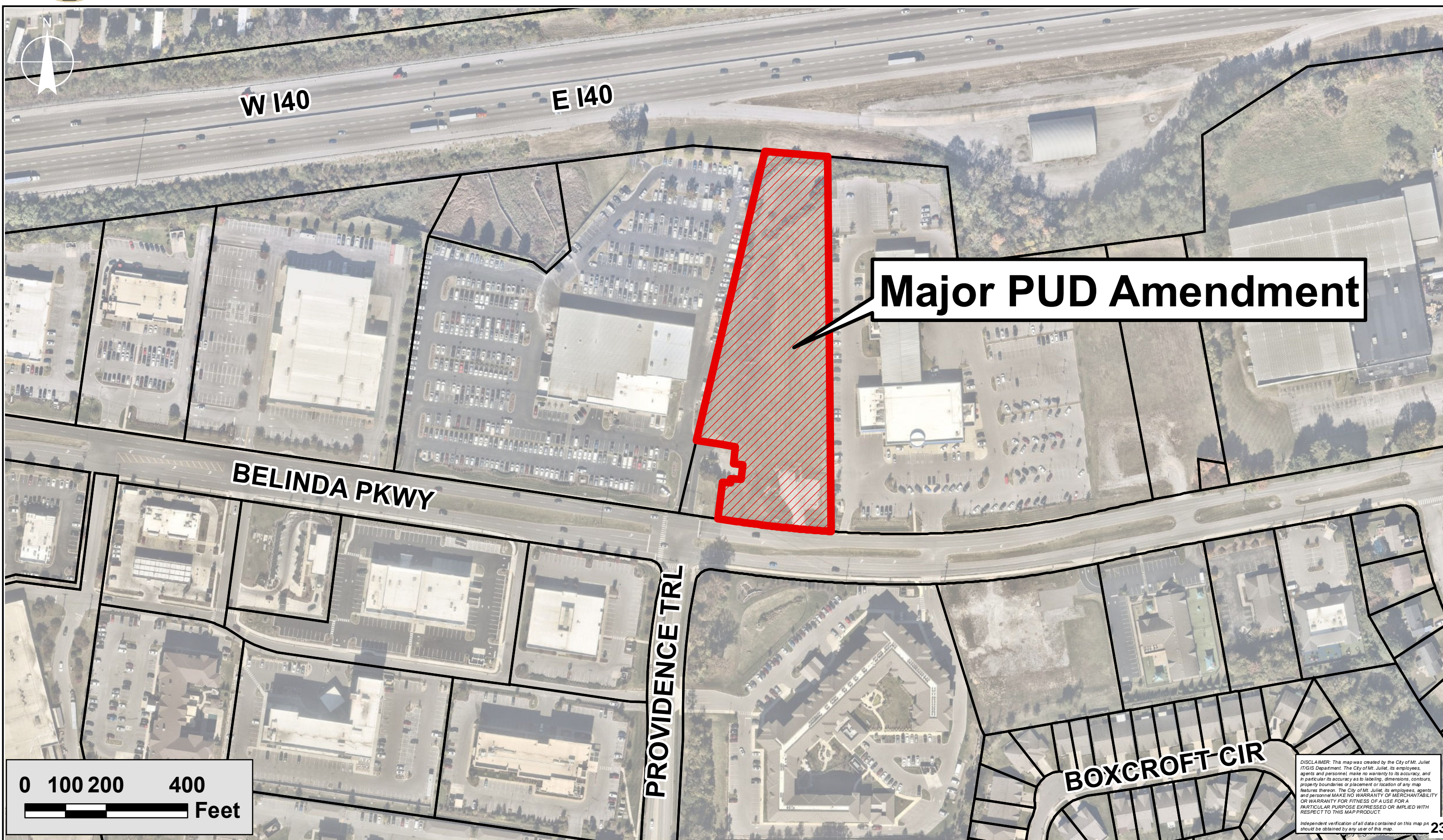
POINT OF BEGINNING: Southeastern most property corner;
Thence along said curve turning to the right through an angle of $04^{\circ} 24' 59''$, having a radius of 1950.00 feet, and whose long chord bears $N 83^{\circ} 40' 11'' W$ for a distance of 150.27 feet to a point;
Thence, $N 81^{\circ} 27' 41'' W$ for a distance of 74.79 feet to a point;
Thence, $N 08^{\circ} 32' 17'' E$ for a distance of 68.16 feet to a point;
Thence, $S 81^{\circ} 33' 37'' E$ for a distance of 15.79 feet to a point;
Thence, $N 08^{\circ} 32' 24'' E$ for a distance of 10.00 feet to a point;
Thence, $S 81^{\circ} 33' 30'' E$ for a distance of 20.00 feet to a point;
Thence, $N 08^{\circ} 32' 18'' E$ for a distance of 30.00 feet to a point;
Thence, $N 81^{\circ} 33' 30'' W$ for a distance of 20.00 feet to a point;
Thence, $N 08^{\circ} 32' 21'' E$ for a distance of 33.95 feet to a point;
Thence, $N 81^{\circ} 27' 41'' W$ for a distance of 79.47 feet to a point;
Thence, $N 13^{\circ} 45' 54'' E$ for a distance of 576.68 feet to a point;
Thence, $S 84^{\circ} 10' 54'' E$ for a distance of 125.00 feet to a point;
Thence, $S 00^{\circ} 17' 09'' E$ for a distance of 725.15 feet to the **POINT OF BEGINNING**.

CONTAINING APPROXIMATELY 141,760 SQUARE FEET OR 3.25 ACRES, MORE OR LESS.



Exhibit B - PUD Amendment

**Homewood Suites
Map 096, Parcel 001.00**





Mt. Juliet, Tennessee

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

Staff Report

File #: 0456

Agenda Date: 2/12/2024

Agenda #: 9.B.

Title:

AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE MT. JULIET COMMONS PLANNED UNIT DEVELOPMENT (PUD), BEING LOCATED AT 12950 LEBANON ROAD, MAP 053, PARCEL 109.00 IN THE CITY OF MT. JULIET, WILSON COUNTY, TN.



MEMORANDUM

Date: December 21, 2023

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Mt. Juliet Commons
PMDP PUD Amendment
Map - 053
Parcels – 109.00

Request: CSDG, on behalf of their client, requests an amendment to the Mt. Juliet Commons PUD at 12950 Lebanon Road in District 1 for a veterinary use.

Request: Requested is a veterinary office located adjacent to residentially zoned property, located in a three-tenant commercial building, center unit. This amendment is required due to the supplemental regulations for veterinary uses found in the zoning ordinance, described below.

History/Overview: The Mt. Juliet Commons PUD dates back to at least 2003 and is located at the Tate Lane and Lebanon Road intersection. The zoning is CG PUD and the specific lot in this PUD to which this request applies is approximately 0.53 acres. Proposed for the site is a 5,036sf multi-tenant commercial building, with one tenant being a veterinary office.

To the south and east of the commercial PUD are residentially zoned, occupied, single family properties, separated from PUD by an irregularly shaped residentially zoned buffer parcel. This buffer parcel surrounds 129, 131, 133 and 135 Tate Lane and is approximately 15' wide in the vicinity of the commercial building intended to house the veterinary use. The irregular parcel is owned by the Tate Lane HOA, and serves as the residential zoned property's perimeter buffer.

Given the irregular shape of the buffer parcel, the subject site (MJ Commons) and 129 Tate Lane touch at the Tate Lane right-of-way line, due to the buffer lot tapering to a point at this location. This presents an issue regarding compliance with supplemental provisions intended for veterinary uses, highlighted below.

Supplementary Regulations 3-104.7.2:

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.

Summary: Given the circumstances presented by this request, staff requests the Planning Commission and Board of Commissioners review the proposal.

Recommendation: Staff recommends forwarding this request to the Board of Commissioners with a positive recommendation and the conditions below.

Planning and Zoning:

- 1. Outdoor animal care and veterinary uses shall not be permitted, add this note to the plans.
- 2. All activities shall be indoors. All other supplementary regulation in 3-104.7.2 shall be adhered to.

Public Works:

- 1. No Comments

West Wilson Utility District:

- 1. Does the water line on Tate Lane extend across this property as shown?

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE MT. JULIET COMMONS PLANNED UNIT DEVELOPMENT (PUD), BEING LOCATED AT 12950 LEBANON ROAD, MAP 053, PARCEL 109.00 IN THE CITY OF MT. JULIET, WILSON COUNTY, TN.

WHEREAS, the Preliminary Master Development Plan amendment for the Mt. Juliet Commons Planned Unit Development amendment request is compliant with the requirements found in the City's Zoning Ordinance and;

WHEREAS, the Regional Planning Commission considered this request during their meeting of December 21, 2023 and forwarded a positive recommendation to the Board of Commissioners by a vote of 8-0-0 and;

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the Preliminary Master Development Plan for the Mt. Juliet Commons Planned Unit Development, for Map 053, Parcel 109.00.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2024 THAT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE MT. JULIET COMMONS PLANNED UNIT DEVELOPMENT BE AMENDED AS FOLLOWS:

SECTION 1. – The Preliminary Master Development Plan for the Mt. Juliet Commons Planned Unit Development, is amended as shown in Exhibit B. The PMDP-PUD shall comply with the Zoning Ordinance, be in conformance with all other applicable rules, regulations, approvals and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

Planning and Zoning:

1. Outdoor animal care and veterinary uses shall not be permitted, add this note to the plans.
2. All activities shall be indoors. All other supplementary regulation in 3-104.7.2 shall be adhered to.
3. All operations shall take place in fully enclosed areas of the primary building (within the primary building).

Public Works:

1. No Comments

West Wilson Utility District:

1. Does the water line on Tate Lane extend across this property as shown?

LEGAL DESCRIPTION – See Exhibit A.

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:

L. Gino Marchetti, Jr.
City Attorney

Exhibit A

Property Description

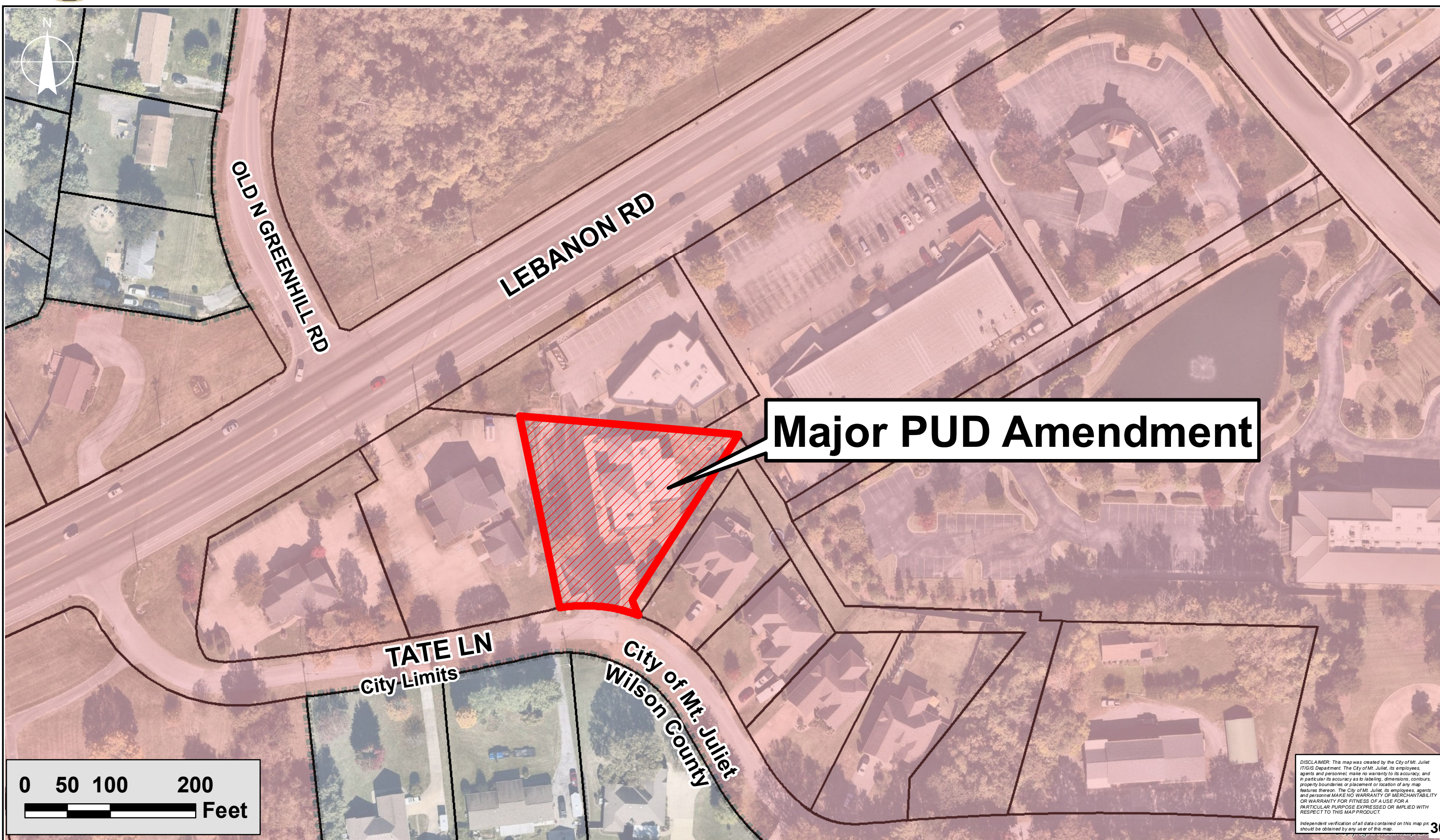
POINT OF BEGINNING: Northern most property corner;
Thence, S 31° 06' 47" E for a distance of 14.58 feet to a point;
Thence, S 58° 53' 13" W for a distance of 19.63 feet to a point;
Thence, S 31° 06' 47" E for a distance of 54.33 feet to a point;
Thence, S 83° 48' 40" E for a distance of 145.35 feet to a point;
Thence, S 83° 48' 40" E for a distance of 37.63 feet to a point;
Thence, S 34° 59' 58" W for a distance of 180.00 feet to a point;
Thence, S 30° 40' 57" E for a distance of 23.14 feet to a point;
Thence along said curve turning to the left through an angle of 31° 09' 58", having a radius of 140.00 feet, and whose long chord bears N 83° 40' 31" W for a distance of 75.22 feet to a point;
Thence, S 80° 44' 29" W for a distance of 6.11 feet to a point;
Thence, N 09° 31' 11" W for a distance of 184.58 feet to a point;
Thence, N 85° 47' 27" W for a distance of 97.22 feet to a point;
Thence, N 58° 53' 13" E for a distance of 115.63 feet to the **POINT OF BEGINNING.**

**CONTAINING APPROXIMATELY 26,553 SQUARE FEET OR 0.61 ACRES,
MORE OR LESS.**



Exhibit B - PUD Amendment

**Mt. Juliet Commons
Map 053, Parcel 109.00**





Mt. Juliet, Tennessee

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

Staff Report

File #: 0497

Agenda Date: 2/12/2024

Agenda #: 9.C.

Title:

**AMEND THE FISCAL YEAR 2023/2024 BUDGET TO PURCHASE A F-150 SERVICE TRUCK FOR
THE PUBLIC WORKS DEPARTMENT**

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF A VEHICLE FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the Public Works department has assessed a need for a new truck to accommodate the City's growth and department needs; and

WHEREAS, the department anticipates a long lead time to acquire the vehicle due to current market conditions; and

WHEREAS, the department requests to appropriate \$60,000 to ensure the vehicle is ordered and available in the shortest time possible; and

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

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

General Fund –

Increase Expenditures:

| | | |
|---------------|--------------------------|-------------|
| 110-43110-944 | Transportation Equipment | \$60,000.00 |
|---------------|--------------------------|-------------|

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

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE
2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF
A VEHICLE FOR THE PUBLIC WORKS DEPARTMENT**

The Public Works Department has requested the purchase of a new F-150 truck at a cost of \$60,000. The department requests the appropriation now to ensure the truck is delivered in a timely manner due to long lead times and to lock in current cost before price increases. The funds to purchase the truck will come from current reserves. The City still has a substantial available fund balance to pull capital purchases from.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0514
11.A.

Agenda Date: 2/12/2024

Agenda #:

Title:

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

ORDINANCE 2024 –

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

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

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

WHEREAS, the Board of Commissioners desire to replace all previous versions of the Code of Ethics (Ordinance 2008-21) with the model MTAS Code of Ethics, Reference Number: MTAS-513, Reviewed Date: 02/14/2022.

WHEREAS, this ordinance shall only apply to any new requests/complaints filed prospectively after the passage of this ordinance.

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

Section 1: City of Mt. Juliet City Code Chapter 2, Article XIII is amended and replaced as follows:

Reference Number:

MTAS-513

Reviewed Date: 02/14/2022

Section 2: This ordinance shall only apply to any new requests/complaints filed prospectively after the passage of this ordinance.

Mt. Juliet City, Chapter 2, Article XIII Code of Ethics

SECTION 1. Applicability. This chapter is the code of ethics for personnel of the municipality. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board (except school board), commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words “municipal” and “municipality” include these separate entities.

SECTION 2. Definition of “personal interest.”

(1) For purposes of Sections 3 and 4, “personal interest” means:

(a) Any financial, ownership, or employment interest in the particular entity or person that is the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or

(b) Any financial, ownership, or employment interest in the entity or person to be regulated or supervised; or

(c) Any such financial, ownership, or employment interest of the official’s or employee’s spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren).

(2) The words “employment interest” include a situation in which an official, an employee, or a designated family member is negotiating possible employment with a person or entity that is the subject of the vote or that is to be regulated or supervised.

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

SECTION 3. Disclosure of personal interest by official with vote. An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself from voting on the measure.

SECTION 4. Disclosure of personal interest in nonvoting matters. An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the particular person or entity being regulated or supervised that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose the interest on a form provided by and filed with the recorder before the exercise of the discretion when possible. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

SECTION 5. Acceptance of gratuities, etc. An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality:

- (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
- (2) That might reasonably be interpreted as an attempt to influence his discretion, or reward him for past exercise of discretion, in executing municipal business.

SECTION 6. Use of information.

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

SECTION 7. Use of municipal time, facilities, etc.

- (1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself.
- (2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality.

SECTION 8. Use of position or authority.

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

SECTION 9. Outside employment. An official or employee may not accept or continue any outside employment if the work unreasonably inhibits the performance of any affirmative duty of the municipal position or conflicts with any provision of the municipality's charter or any ordinance or policy.

SECTION 10. Ethics complaints.

(1) The city attorney is designated as the ethics officer of the municipality. Upon the written request of an official or employee potentially affected by a provision of this chapter, the city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.

(2) (a) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his own initiative when he acquires information indicating a possible violation and make recommendations for action to end or seek retribution for any activity that, in the attorney’s judgment, constitutes a violation of this code of ethics.

(b) The city attorney may request that the governing body hire another attorney, individual, or entity to act as ethics officer when he has or will have a conflict of interests in a particular matter.

(c) When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality’s governing body, the governing body shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the governing body determines that a complaint warrants further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the governing body.

(3) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.

(4) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

SECTION 11. Violations. An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality’s charter or other applicable law and, in addition, is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

State statutes dictate many of the ethics provisions that apply to municipal officials and employees. For provisions relative to the following, see the Tennessee Code Annotated sections indicated:

Campaign finance — T.C.A. Title 2, Chapter 10.

Conflict of interests — T.C.A. §§ 6-54-107, 108; 12-4-101, 102.

Conflict of interests disclosure statements — T.C.A. §§ 8-50-501 et seq.

Consulting fee prohibition for elected municipal officials — T.C.A. §§ 2-10-122, 124.

Crimes involving public officials (bribery, soliciting unlawful compensation, buying and selling in regard to office) — T.C.A. § 39-16-101 et seq.

Crimes of official misconduct, official oppression, misuse of official information — T.C.A. §§ 39-16-401 et seq. Ouster law — T.C.A. §§ 8-47-101 et seq.

PASSED: _____

James Maness, Mayor

FIRST READING: _____

SECOND READING: _____

ATTEST:

Sheila S. Lockett, MMC
City Recorder

Kenneth D. Martin, City Manager

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0515
11.B.

Agenda Date: 2/12/2024

Agenda #:

Title:

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO
APPROPRIATE FUNDS FOR THE PURCHASE OF**

AMBULANCES AND VEHICLES FOR THE FIRE / EMS DEPARTMENT

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE / EMS DEPARTMENT

WHEREAS the City of Mt. Juliet Fire Department ordered three ambulances in 2022 which have yet to be available to the City nor has a delivery date been set; and

WHEREAS, the department researched options for purchasing ambulances in the current year and identified three new units available; and

WHEREAS, the department has also experienced significant delays in the availability of vehicles; and

WHEREAS, the department has been made aware of a limited number of Chevrolet Tahoes available to purchase; and

WHEREAS, the City wishes to take advantage of current cost savings and availability to provide for the needs of the citizens.

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

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

General Fund –

Increase Expenditures:

| | | |
|---------------|--------------------------|--------------|
| 110-42250-944 | Transportation Equipment | \$210,092.40 |
| 110-42250-945 | Communication Equipment | \$ 48,331.80 |
| 110-42250-939 | Other Improvements | \$ 32,323.25 |

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

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Luckett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney

Mark Foulks
Fire Chief

FIRE DEPARTMENT

Eric Newman
Assistant Chief of EMS

Joseph Edwards
Deputy Fire Chief

Brent Blamires
Assistant Chief/Fire Marshal

Sharon Bachelier
Administrative Assistant

Scott Lively
Assistant Chief of Training



City of Mt. Juliet

Approval for Funding to Purchase and Equip Three Ambulances and to Purchase and Equip Three Chevrolet Tahoes

- 1) Who: Mt. Juliet Fire Department
 - 2) What: Approval is needed for additional funding to purchase and equip three ambulances, to purchase three Chevrolet Tahoes, and to equip three squads (EMS quick response vehicles).
 - 3) When: Immediately
 - 4) Where: Mt. Juliet Fire Department
 - 5) Why: Three Wheeled Coach brand ambulances were budgeted and ordered in October of 2022, Wheeled Coach has yet to be able to provide an estimated delivery date. The chassis for the ordered units were 2022 model 4x2 chassis. We have identified three Horton brand ambulances that will be available for delivery by May, with 2024 model 4x4 chassis. Supply for departmental vehicles such as the Chevrolet Tahoe has been very erratic and often delays of months or years have been realized (if there is availability at all). Wilson County Motors notified us that a limited number of Chevrolet Tahoes have become available (on state contract) if we are able to purchase at delivery. The Tahoes will be available in March or April. MJFD was going to budget for these vehicles in the coming fiscal budget, but the limited availability necessitates being able to purchase prior to budget year. The funding for this purchase also includes emergency equipment for all of the vehicles. The purchase of the vehicles will provide more reliable vehicles for emergency medical responses and will enable us to place a squad into service at all three stations (currently squads are run out of two stations).
 - 6) Costs: \$290,747.45
 - 7) Line Item: 42250-944 Transportation \$210,092.40
42250-945 Communication Equipment \$ 48,331.80
42250-939 Other Improvements \$ 32,323.25
- Staff Recommendation: Chief Mark Foulks and City Manager Kenny Martin have provided a positive recommendation
- Prepared by: Chief Mark Foulks



Mt. Juliet, Tennessee

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

Staff Report

File #: 0524
11.C.

Agenda Date: 2/12/2024

Agenda #:

Title:

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

ARTICLE XII. CODE OF ETHICS

Sec. 2-343. Definitions.

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

Censure means an expression of severe criticism or reproach.

Complaint means a valid complaint for consideration under this article.

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

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

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

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

Personal interest means:

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

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

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

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

Sec. 2-344. Violations.

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

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

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

Sec. 2-345. Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 2-349. Use of information.

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

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

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

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

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

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

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

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

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

Sec. 2-352. Outside employment.

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

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

Sec. 2-353. Ethics officer.

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

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

Sec. 2-354. Ethics complaints.

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

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

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

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

Sec. 2-355. Ethics commission.

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

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

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

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

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

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

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

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

Secs. 2-357—2-387. Reserved.

Sec 2-357 Procedures

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

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

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

ORDINANCE 2024 –

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

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

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

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

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

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

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

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0525

Agenda Date: 2/12/2024

Agenda #:

Title:

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO
APPROPRIATE FUNDS TO REPLACE A DAMAGED DRUG FUND VEHICLE**

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS TO REPLACE A DAMAGED DRUG FUND VEHICLE

WHEREAS, The City of Mt. Juliet Drug Fund has insurance coverage on its vehicles; and

WHEREAS, a police vehicle was damaged in an accident from a DUI driver; and

WHEREAS, the vehicle was determined to be damaged beyond repair; and

WHEREAS, the City received insurance proceeds of \$19,946.67 in FY 2023 from the responsible party's insurance after the FY 23/24 budget had passed; and

WHEREAS, the Police Department is now ready to replace the damaged vehicle; and

WHEREAS, additional funds of \$20,000 are necessary from Drug Fund reserves to cover the cost of the newer vehicle and \$10,000 from the General Fund for the equipment.

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

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

Drug Fund

Increase the Following Expenditures:

| | | |
|---------------|--------------------------|-----------|
| 123-42129-944 | Transportation Equipment | \$ 39,000 |
|---------------|--------------------------|-----------|

General Fund

| | | |
|---------------|-------------------|-----------|
| 110-42100-918 | Vehicle Equipment | \$ 10,000 |
|---------------|-------------------|-----------|

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

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney

Executive Summary: Accept insurance proceeds and appropriate funds for replacement drug fund vehicle

- 1) WHO: Mt. Juliet Police Department
- 2) WHAT: Request to appropriate insurance proceeds received in the prior fiscal year and drug fund reserves for the purchase of one replacement vehicle.
- 3) WHEN: Immediately
- 4) WHERE: Mt. Juliet City Limits
- 5) WHY: A police vehicle (drug fund) was involved in a crash and hit by DUI driver, resulting in insurance totaling it out. The total insurance proceeds are not enough to replace one vehicle, but with the help of additional drug funding, the vehicle can be replaced.

Insurance payments:

FY 22/23 Insurance Payments received for damaged or totaled police vehicle: \$19,946.67.

Total Needed from Drug Fund and General Fund: \$30,000.00

Appropriate to:

\$39,000.00 Total to the Drug Fund Line Item 42129-944 (Vehicle Purchases)

\$10,000.00 Total to the General Fund Line Item 42100-918 (Vehicle Equipment Purchases)

STAFF RECOMMENDATION:

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

PREPARED BY: Tyler Chandler

Fiscal Note from Finance:

The Drug Fund ended the prior fiscal year with reserves of \$510k. The current year budget has capital purchases that will likely reduce the reserves by \$100k however there are still sufficient reserves to cover the additional \$20k needed for this purchase. These will likely be the last large capital expenditures for several years. Revenues for this fund typically exceed the operating expenditures resulting in a surplus therefore Finance currently has no concerns about this appropriation. The \$10k from General Fund will also come from reserves. Purchasing the equipment out of the General Fund will allow it to be transferred to non-drug fund vehicles if needed.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0533

Agenda Date: 2/12/2024

Agenda #:

Title:

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO
APPROPRIATE FUNDS FOR REPAIRS OF FIRE/EMS DEPARTMENT VEHICLES**

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR REPAIRS OF FIRE/EMS DEPARTMENT VEHICLES

WHEREAS, The City of Mt. Juliet has insurance coverage on its vehicles; and

WHEREAS, two Fire/EMS Department vehicles were damaged in accidents where the City was not at fault; and

WHEREAS, both vehicles required significant repairs which began in FY23 but were not completed until FY24; and

WHEREAS, the City received insurance proceeds of \$17,037.98 recorded in the prior fiscal year; and

WHEREAS, the Fire Department has experienced additional repair costs for the ambulances in service due to the age and use of the vehicles; and

WHEREAS, the amount paid for the above repairs from the current year budget has depleted the repair line-item budgets; and

WHEREAS, additional funds of \$42,000 are necessary to cover the current and future cost of repairs.

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

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

General Fund

Increase the Following Expenditures:

| | | |
|---------------|------------------------------------|-----------|
| 110-42200-261 | Repair and Maintenance of Vehicles | \$ 5,500 |
| 110-42250-261 | Repair and Maintenance of Vehicles | \$ 36,500 |

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

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Approval for Funding for Advance Purchase of FY 24/25 Replacement Vehicles

- 1) Who: Mt. Juliet Police Department
- 2) What: Approval is requested to purchase replacement vehicles that will be replaced in the upcoming FY 24/25 budget.
- 3) When: Immediately
- 4) Where: MJPD
- 5) Why: Vehicle procurement continues to be difficult due to ongoing delays and shortages with manufacturers of police vehicles. There is an opportunity at two dealerships to purchase the current year model and pricing. The goal is to secure the vehicles at a lower cost this budget year to be used in the next fiscal year. Only vehicles are being purchased now; necessary equipment and installation costs will be budgeted in FY 24/25. Replacement vehicles will not be requested/budgeted in FY 24/25
- 6) Costs: \$600,000 (\$45K-\$50K per vehicle, depending on availability)
- 7) Line Item: 42100-944 Vehicles

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

Prepared by: Dep. Chief Tyler Chandler



Mt. Juliet, Tennessee

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

Staff Report

File #: 0535

Agenda Date: 2/12/2024

Agenda #:

Title:

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO
APPROPRIATE FUNDS FOR THE PURCHASE OF
VEHICLES FOR THE POLICE DEPARTMENT**



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Approval for Funding for Advance Purchase of FY 24/25 Replacement Vehicles

- 1) Who: Mt. Juliet Police Department
- 2) What: Approval is requested to purchase replacement vehicles that will be replaced in the upcoming FY 24/25 budget.
- 3) When: Immediately
- 4) Where: MJPDP
- 5) Why: Vehicle procurement continues to be difficult due to ongoing delays and shortages with manufacturers of police vehicles. There is an opportunity at two dealerships to purchase the current year model and pricing. The goal is to secure the vehicles at a lower cost this budget year to be used in the next fiscal year. Only vehicles are being purchased now; necessary equipment and installation costs will be budgeted in FY 24/25. Replacement vehicles will not be requested/budgeted in FY 24/25
- 6) Costs: \$600,000 (\$45K-\$50K per vehicle, depending on availability)
- 7) Line Item: 42100-944 Vehicles

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

Prepared by: Dep. Chief Tyler Chandler

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF VEHICLES FOR THE POLICE DEPARTMENT

WHEREAS the City of Mt. Juliet Police Department has experienced significant delays in the availability of vehicles for the department; and

WHEREAS, the department has been made aware of a limited number of Chevrolet Tahoes available to purchase using state contract pricing; and

WHEREAS, the department would have requested the vehicles in the upcoming FY25 budget and would likely face increased costs and delivery delays; and

WHEREAS, the department wishes to take advantage of current cost savings and availability to provide for the needs of the citizens; and

WHEREAS, the department will not request vehicles in the upcoming budget once these have been acquired.

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

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

General Fund –

Increase Expenditures:

| | | |
|---------------|--------------------------|------------|
| 110-42100-944 | Transportation Equipment | \$ 600,000 |
|---------------|--------------------------|------------|

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

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Luckett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0501

Agenda Date: 2/12/2024

Agenda #: B.

Title:

**RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE
BELINDA WINGWALL REPAIRS PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE
CONTRACT**

RESOLUTION __-2024

RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE BELINDA WINGWALL REPAIRS PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

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

WHEREAS, TDOT has inspected these two culverts and has deemed them in poor condition due to the failing wingwalls;

WHEREAS, This project consists repairing and reconstructing the wingwalls of the culverts ; and

WHEREAS, the City of Mt. Juliet has received and reviewed bids and finds Jarrett Builders (“Contractor”) to be the lowest responsive, responsible bidder 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 contract with the Contractor in the total amount of \$423,854.00 for the construction of the Project.

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

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 __-2024

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

L. Gino Marchetti, Jr.
Attorney

RESOLUTION __-2024

RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE BELINDA WINGWALL REPAIRS PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

Executive Summary

- The project: This project consists repairing and reconstructing wingwalls of two culverts in the Belinda City area. TDOT inspects every bridge and culvert in the state and provides the local jurisdiction a report of their findings. These two culverts were deemed in poor condition due to the failing wingwalls of the culvert.
- Contract: The City of Mt. Juliet received three bids on this project. The City reviewed the bids and finds Jarrett Builders (“Contractor”) to be the lowest responsive, responsible bidder for the project in the amount of \$423,854.00.
- Funding: The project will be funded 100% by city funds. The current budget amount is \$200,000. Therefore, a budget amendment would need to be approved, if this contract is approved.
- Official act: This resolution is to provide formal support of the contract and to authorize the Mayor to sign the contract.

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

THIS AGREEMENT is by and between The City of Mt. Juliet ("Owner") and
 Jarrett Builders ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The construction of the wingwalls on Belinda Pkwy. over Stoners Ck. and Creekview Dr. over Stoners Ck. as detailed in the attached plan set.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Gresham Smith .
- 3.02 The Owner has retained Gresham Smith ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid Schedule, attached hereto as an exhibit, the sum of \$ \$423,854.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. Percent of Work completed

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 Consent of Surety

- A. Owner will not make final payment at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement.
 2. Performance bond.
 3. Payment bond.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications as listed in the table of contents of the Project Manual.
 7. The Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction January 1, 2021.
 8. Supplemental Conditions & Specifications as included in contract document.
 9. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the general title.
 10. The Tennessee Department of Transportation Standard Drawings located at <https://www.tn.gov/tdot/roadway-design/standard-drawings-library.html>.
 11. Addenda (numbers ___ to ___).
 12. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 38, inclusive).
 - b. Contractor Bid Bonds
 13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in this Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without

limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

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

9.04 *Severability*

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

9.05 *Contractor's Certifications*

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

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

| BID SCHEDULE - BELINDA PKWY. & CREEKVIEW DR. OVER STONERS CK. WINGWALL REPLACEMENTS | | | | | | |
|---|---|------|------------|-------------|-------------|----------------------|
| ITEM NO. | DESCRIPTION | UNIT | QUANTITIES | UNIT PRICE | TOTAL PRICE | |
| 105-01 | CONSTRUCTION STAKES, LINES AND GRADES | LS | 2 | \$5,400.00 | \$ | 10,800.00 |
| 202-04.01 | REMOVAL OF STRUCTURES | LS | 2 | \$57,100.00 | \$ | 114,200.00 |
| 209-09.01 | SANDBAGS | BAG | 280 | \$32.00 | \$ | 8,960.00 |
| 209-09.04 | SEDIMENT FILTER BAG (15'X10') | EACH | 3 | \$31.00 | \$ | 93,000.00 |
| 303-01 | MINERAL AGGREGATE, TYPE A BASE, GRADING D | TON | 26 | \$133.00 | \$ | 3,458.00 |
| 303-01.01 | GRANULAR BACKFILL (ROADWAY) | TON | 143 | \$270.00 | \$ | 38,610.00 |
| 307-01.08 | ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2 | TON | 11 | \$1,640.00 | \$ | 18,040.00 |
| 402-01 | BITUMINOUS MATERIAL FOR PRIME COAT (PC) | TON | 0.2 | \$4,400.00 | \$ | 880.00 |
| 403-01 | BITUMINOUS MATERIAL FOR TACK COAT (TC) | TON | 0.2 | \$4,400.00 | \$ | 880.00 |
| 407-02.05 | SAW CUTTING ASPHALT PAVEMENT | L.F. | 120 | \$12.00 | \$ | 1,440.00 |
| 411-01.10 | ACS MIX (PG64-22) GRADING D | TON | 5 | \$3,450.00 | \$ | 17,250.00 |
| 604-01.01 | CLASS A CONCRETE (ROADWAY) | C.Y. | 19 | \$3,060.00 | \$ | 58,140.00 |
| 604-01.02 | STEEL BAR REINFORCEMENT (ROADWAY) | LB | 2608 | \$6.00 | \$ | 15,648.00 |
| 604-10.05 | CONCRETE REPAIRS | S.F. | 20 | \$1,100.00 | \$ | 22,000.00 |
| 604-12.15 | DRILL & GROUT STEEL BARS | EACH | 58 | \$255.00 | \$ | 14,790.00 |
| 706-02.01 | GUARDRAIL REMOVED AND RESET | L.F. | 22 | \$615.00 | \$ | 13,530.00 |
| 709-05.08 | MACHINED RIP-RAP (CLASS B) | TON | 21 | \$360.00 | \$ | 7,560.00 |
| 710-09.01 | 6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM | L.F. | 51 | \$125.00 | \$ | 6,375.00 |
| 712-01 | TRAFFIC CONTROL | LS | 2 | \$35,600.00 | \$ | 71,200.00 |

\$93.00

GRAND TOTAL BID = \$516,761.00

\$423,854.00

GRAND TOTAL AMOUNT IN WORDS ~~Five hundred sixteen thousand seven hundred sixty~~
dollars and zero cents

ACKNOWLEDGE RECEIPT OF ADDENDUM BY INITIALING



Four hundred twenty-three thousand eight hundred fifty-four



Mt. Juliet, Tennessee

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

Staff Report

File #: 0519

Agenda Date: 2/12/2024

Agenda #: C.

Title:

A RESOLUTION DECLARING CITY OF MT. JULIET PARKS DEPARTMENT PROPERTY AS SURPLUS

Executive Summary

RESOLUTION XX-2024

A RESOLUTION DECLARING CITY OF MT. JULIET PARKS DEPARTMENT PROPERTY AS SURPLUS

1. Who: City of Mt. Juliet Parks and Recreation
2. What: Declare a 2008 John Deere Gator ID number W06X4HD008423 as surplus.
3. When: The Gator was purchased July 2008 for \$7200.00
4. Where: Used in City parks
5. Why: The Gator has mechanical issues but does start. The hours of usage are unknown. The City has since purchased new Gators to replace the aging one. The Parks Department requests that the Gator be donated to the Mt. Juliet high school football team rather than being sold on GovDeals.



RESOLUTION -2024

A RESOLUTION DECLARING CITY OF MT. JULIET PARKS DEPARTMENT PROPERTY AS SURPLUS

WHEREAS, the City of Mt. Juliet Parks Department has certain property that has reached the end of its useful life; and

WHEREAS, the property is identified as follows:

2008 John Deere Gator ID number W06X4HD008423; and

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

WHEREAS, the Parks Department has elected to donate the property to Wilson County's Mt. Juliet High School to be used by the football team; and

WHEREAS, this donation will assist the team and foster goodwill between the city and the high school.

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

1. The property listed is hereby declared to be surplus property.
2. The property shall be donated to the Mt. Juliet High School football team.
3. The City Finance Director is empowered to execute the documents required to effect this resolution.

FIRST READING:

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Lockett, MMC
City Recorder

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0532

Agenda Date: 2/12/2024

Agenda #:

Title:

**A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH GREATER NASHVILLE
REGIONAL COUNCIL FOR VERIFICATION OF THE SPECIAL CENSUS CONDUCTED BY THE
CITY OF MT. JULIET**

RESOLUTION _____ - 2024

A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH GREATER NASHVILLE REGIONAL COUNCIL FOR VERIFICATION OF THE SPECIAL CENSUS CONDUCTED BY THE CITY OF MT. JULIET

WHEREAS, the Board of Commissioners of the City of Mt. Juliet, Tennessee desire to approve the attached Contract with the Greater Nashville Regional Council, herein after referred to as (GNRC); and

WHEREAS, GNRC will conduct a verification of the information obtained from the special census count conducted by the City of Mt. Juliet; and

WHEREAS, the City will submit all required information to the GNRC no later than March 1, 2024; and

WHEREAS, in no event will the maximum liability of the City under this contract exceed \$43,266.

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

Section 1. The Board of Commissioners approves the attached contract.

Section 2. The Board authorizes the Mayor to execute said contract with GNRC upon final approval of legal counsel.

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

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

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

PASSED:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM

L. Gino Marchetti, Jr.
City Attorney

**CONTRACT SCV-24-3031
BETWEEN
CITY OF MT. JULIET
AND THE
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between City of Mt. Juliet ("CLIENT") and the Greater Nashville Regional Council ("GNRC"), is for the provision of professional services. The CLIENT and GNRC may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

A. SCOPE OF SERVICES:

GNRC agrees to conduct a verification of the information obtained from the special census count conducted by the CLIENT. GNRC shall adhere to the "Guide to Special Census Procedures" published by the Tennessee State Data Center and updated as of October 2, 2023. The CLIENT must submit the required information to GNRC no later than March 1, 2024.

B. TERM OF CONTRACT:

The Parties agree that this Contract will be effective for the period beginning on January 1, 2024 ("Effective Date") and ending on June 30, 2024 ("Term"). Neither party will have any obligation to the other for fulfillment of the Contract outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

In no event will the maximum liability of the CLIENT under this Contract exceed \$43,266.00. The CLIENT agrees to pay GNRC according to the fee and payment schedule incorporated into this Contract as Exhibit A.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Neither party is bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws and regulations or bylaws.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by a nationally recognized overnight delivery service with an asset-tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address.

The CLIENT:

KENNY MARTIN
CITY OF MT. JULIET
PO BOX 256
MT. JULIET, TN 37121
EMAIL: KMARTIN@MTJULIET-TN.GOV
PHONE #: 615-382-4470

GNRC:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR
GREATER NASHVILLE REGIONAL COUNCIL
44 VANTAGE WAY, SUITE 450
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG; CC: CONTRACTS@GNRC.ORG
PHONE # 615-880-3540

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and the bylaws of the Parties.
- D.4. Termination for Convenience. Either Party may terminate this Contract for convenience without cause for any reason upon 30 days' written notice before the termination date. A termination for convenience will not be deemed a breach of contract by either Party. GNRC will provide the CLIENT with any outstanding deliverables and records prior to the effective date of the termination. If the effective date of any termination for convenience occurs prior to the beginning of the second half of the Contract term identified in Section B, the CLIENT will be entitled to a refund of 50 percent of the paid subscription fee. A termination for convenience made by the CLIENT during the second half of the term will not be eligible for a refund.
- D.5. Termination for Cause. If either Party fails to properly perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.
- D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime contractor and remain responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.
- D.7. Conflicts of Interest. The GNRC agrees that no part of the total Contract amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The GNRC agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records. The GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of the GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.
- D.10. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.

- D.11. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.12. Tennessee Department of Revenue Registration. The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.13. Suspension and Debarment. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.14. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.17. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.20. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
 - a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments and exhibits.

- D.21. Insurance. The GNRC will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- D.22. Ownership of Deliverables. Provided the GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.
- D.23. Intellectual Property and Other Property Rights. GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.

AGREED,

GREATER NASHVILLE REGIONAL COUNCIL



1/17/2024

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

CITY OF MT. JULIET

MAYOR

DATE

Exhibit A

Scope of Services and Fee Schedule

A1. BACKGROUND

The State of Tennessee distributes various tax proceeds to Tennessee municipalities and counties based on their population as reported by the U.S. Census Bureau (the "Census Bureau") at the beginning of each decade. Municipalities and counties are enabled under the Tennessee Code Annotated (the "TCA") to conduct a special census to document population change between the federal decennial censuses. A municipality or county may choose to conduct a complete recount of their population to document perceived growth or to resolve a dispute with the federal count. A municipality may also conduct a special census when it properly annexes new residents into their jurisdiction or becomes newly incorporated.

The TCA allows municipalities to conduct up to four citywide special censuses during the decade. Generally, a county may conduct up to two countywide special censuses within this time period. A municipality or county may choose to conduct a special census through one of the following methods:

1. Conduct its own special census in a manner by and satisfactory to the Tennessee Department of Economic and Community Development ("ECD") (see page 3), or
2. Use the services of the Census Bureau to conduct and certify a special census. The Census Bureau does not involve the State of Tennessee to certify the new count. However, by May 15 the community must provide the Boyd Center with an official notice from the Census Bureau identifying the area in which the special census was taken and the count of the area's residents.

After conducting a special census through one of the above methods, the community must request certification of their census. Upon certification, the new population will be reflected in the annual Certified Population of Tennessee Incorporated Municipalities and Counties report (the "Annual Report"). The Annual Report reflects municipal population changes (which are the most common), county population changes, and a new state total of incorporated municipal population. This statewide figure is used to determine the per capita rate of shared revenue distribution. Certified populations included in the annual report will become effective on July 1 of each year.

The Greater Nashville Regional Council (GNRC) was established under TCA § 13-14-101 as a state development district, in part, to provide planning and economic development assistance to its members and the region as a whole. **GNRC is one of nine agencies approved by the Tennessee State Data Center to perform field verifications of Special Census Counts**

A2. WORK TASKS

Provided that the CLIENT submit a completed special census count along with the following materials to GNRC no later than March 1, GNRC will begin the process to certify the count in accordance with the "Guide to Special Census Procedures" published by the Tennessee State Data Center and updated as of October 2, 2023. The guide is available for download at <https://tnsdc.utk.edu/special-census/>:

- A notarized letter from the mayor indicating the type of special census conducted, total census count, how the special census was conducted and requesting that the agency provide verification of the results. For a countywide census, the letter should indicate if any municipalities will be using the count for their own special censuses.

- Payment for review and field verification must be made in advance to the agency certifying the validity of the special census. (see section “A3. Compensation” within this exhibit)
- A digital special census roster in spreadsheet format, which includes house number, street name, unit number (if applicable), city, county, zip code, last name and first name for each person contained in the special census. A copy of the letters from any group quarters whose residents are counted in the special census must also be submitted.
- A map clearly indicating the extent of the territory contained in the special census with legible street names.
- For an annexation census, provide a copy of all annexation ordinances OR (if the annexation was conducted by referendum) the resolution calling for referendum and the certification of election results from the county election commission.
- For an incorporation census, provide a notarized statement by the mayor of election of incorporation, giving date, and type of charter adopted.

In carrying out the process to certify the special census, GNRC will:

- Hold Meeting #1: Project Kickoff Meeting
- Perform Desk Review of Materials Submitted
- Hold Meeting #2: Reconciliation Meeting (if necessary to review missing or questionable material)
- Hold Meeting #3: Sampling Plan and Field Procedures
- Conduct Door-to Door Field Verification
- Hold Meeting #4: Preview the Results of the Field Review
- Provide a Letter Affirming the Results of the Field Review

A3. COMPENSATION

| SERVICE | FEE AND PAYMENT TERMS |
|---|--|
| Client meetings, desk review, documentation and reporting | \$2,500 flat fee, payable at project start-up. |
| Field Verification | \$60 per hour of logged time for travel to and from site visits and door to door field work, payable at project close. |

A4. BUDGET ASSUMPTIONS

The contract budget includes the following costs:

- Project personnel including salaries and fringe
- General office printing and project-related supplies
- Local mileage for GNRC field staff
- Indirect costs according to the approved indirect cost allocation plan (www.gnrc.org/icap)

The contract budget does not include direct or indirect costs incurred by the CLIENT. This includes costs for public noticing, advertising, or fees charged by other third parties directed by the CLIENT or by GNRC on behalf of the CLIENT for work outside of the scope of services. GNRC will not provide legal advice as part of this contract.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0534

Agenda Date: 2/12/2024

Agenda #:

Title:

A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH GREAT SOUTHERN RECREATION FOR INSTALLATION OF A PLAYGROUND AT SGT. JERRY MUNDY MEMORIAL PARK

RESOLUTION _____ - 2024

A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH GREAT SOUTHERN RECREATION FOR INSTALLATION OF A PLAYGROUND AT SGT. JERRY MUNDY MEMORIAL PARK

WHEREAS, the Board of Commissioners of the City of Mt. Juliet, Tennessee desire to approve the attached Contract with Great Southern Recreation, herein after referred to as (GSR); and

WHEREAS, GSR was the winning bidder for the installation of a playground at Sgt. Jerry Mundy Memorial Park; and

WHEREAS, GSR will remove the existing surfacing, grade the surface to meet ADA requirements, install all proposed equipment and ensure site cleanup by an estimated deadline of mid-June 2024; and

WHEREAS, GSR has submitted a bid price of \$213,273.

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

Section 1. The Board of Commissioners approves the attached contract.

Section 2. The Board authorizes the Mayor to execute said contract with GSR upon final approval of legal counsel.

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

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

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

PASSED:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

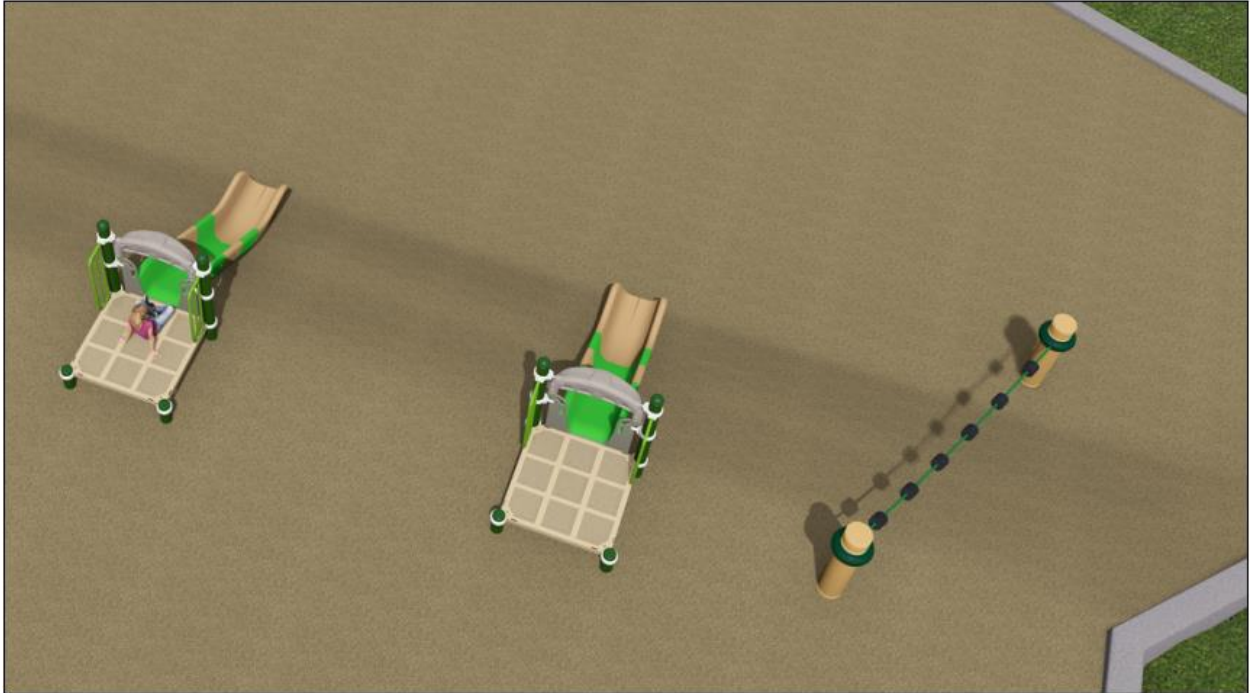
Kenny Martin, City Manager

APPROVED AS TO FORM

L. Gino Marchetti, Jr.
City Attorney

Mundy Park Playground Renderings







2441-Q Old Fort Parkway #462
Murfreesboro, TN 37128
1-800-390-8438
www.GreatSouthernRec.com

Great Southern Recreation – Contract General Terms and Conditions

PROJECT OWNER

Name: ___ City of Mt Juliet TN ___
Address: ___ 2425 N Mt Juliet Road, Mt Juliet TN 37122 ___
Tel. No.: ___ 615 754 5742 ___

PROJECT INFORMATION

Name: ___ Sgt Jerry Mundy Memorial Park ___
Location: ___ 300 Mundy Memorial Dr, Mt Juliet TN 37122 ___
Project Title: ___ Mundy Playground Bid ___

This contract is entered into by and between Great Southern Recreation, LLC ("GSR") and ___ **City of Mt Juliet** ___ as of the date of acceptance of the Proposal set forth hereinbelow for completion of certain work and services ("the Project") described therein.

Contract Expiration: The attached Proposal is valid for 90 days from the date of the Proposal unless revoked by GSR before the expiration of that time. The time for acceptance of the Proposal may be extended at any time in the sole discretion of GSR.

Industry Guidelines: Any GSR project will be installed in strict accordance to ASTM, CPSC and ADA guidelines. Every member of GSR, and any installation team, will be certified by NPSI as a Certified Playground Safety Inspector. Certificates available upon request.

Waiver of Guidelines: Installation of the Project described by the Proposal shall be in accordance with the manufacturer's specifications and in compliance with ASTM, CPSC and ADA guidelines. However, if Client requests installation that does not comply with these standards it shall be deemed noncompliant installation. In that event, upon completion of the project Client hereby agrees to indemnify and hold harmless GSR, its owners, agents, and employees from any and all liability, of whatever nature, that may arise, at any time and to anyone, whether a natural person, entity, or governmental body or unit thereof, as a result of the non-compliant installation. Client further agrees to provide to GSR written confirmation of Client's election of noncompliant installation. (Form Ref #)

Substitutions: Every effort is made to supply our customers the materials, equipment and structures as specified in the Proposal. In the event of unforeseen circumstances, GSR reserves the right to substitute materials, equipment or structures which GSR deems as equivalent. In these instances, Client or Client's representative will be notified of the substitution.

Take-offs: All Quality take-offs for the purposes of this estimate are based on the accuracy of the drawings and information provided to GSR. GSR shall not be responsible for inaccuracies between as-built field conditions and the drawings and information provided to GSR.

Rock Fee: If GSR encounters substantial amounts of rock, a fee will be charged to Client. This fee only covers the cost of additional rock-related rental equipment and man-hours to remove and relocate the rock as necessary to

complete the project. Receipts will be provided. Please note: *Only .05% of previous GSR projects have incurred a Rock Fee.*

Systems and Warranties: Structures, equipment and surfacing materials are all considered complete “systems” with interdependent components. For example, structures, shades and playground equipment are supported by and dependent upon their structural foundations. Similarly, safety surface materials are supported by and dependent upon proper preparation and installation of the sub-surface and sub-base materials. Delays and additional expenses may result unless GSR installs the foundations or sub-surface/sub-base materials. Furthermore, warranties associated with the supported structure, equipment or safety surface material may be jeopardized.

Restocking Fee: Client will incur a 45% re-stocking fee based on the standard retail price of any allocated materials for all products, structures, equipment, materials including safety surface materials, and other similar materials and components, unless otherwise specified, that are returned, or for which the order is cancelled, after the date of acceptance of the Proposal.

Color Selections: Color selections must be confirmed by Client prior to commencement of operations on the project by GSR. *Color changes to existing orders will not be permitted.*

Storage Fee: To the extent caused by Client, including Client’s representatives, agents, or employees, delays in delivery of equipment, shelters, or materials requiring handling and storage by GSR or its affiliates GSR may charge Client a handling and storage fee not to exceed 2.0% per month (based on standard retail value of allocated equipment) unless a separate storage agreement is in place at the time of acceptance of this Proposal.

Unforeseen Delays and Deadlines: Should GSR be obstructed or delayed in the prosecution or completion of the Project as a result of unforeseeable causes beyond the control of GSR and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of the government, fires, floods, epidemics, or quarantine regulation, and delays in shipping or manufacturing, and any delay attributable to Client its agents, representatives, or employees, GSR shall not be liable for any costs or expenses arising therefrom.

Termination: GSR reserves the right to revoke this Proposal at any time, upon notice to the Client confirmed in writing. Any pre-paid deposits or funds will be returned to Client within 10 days.

Change Orders: Client agrees that if changes to the Playground Project are required due to unknown site conditions, or for any other reason, Client or its authorized representative shall be available during the installation to sign a Change Order form. Changes, including moving equipment after excavation has begun due to preference, or utility locations, will be subject to applicable remobilization fees.

Retainage: If Client is the General Contractor for work of which the Playground Project is a part, Client agrees to release all retainage to GSR upon completion of the Project without regard to the progress or completion of the larger work overseen by Client in its role as General Contractor.

Equipment Invoicing: While it is typical to send a single invoice for the entirety of its work, GSR may elect to submit a progress payment application for any stored or delivered materials. Client agrees to pay the progress payment application within the acceptable payment terms set forth below and the with regard to their consecutive order.

Litigation: In the event GSR is required to file a civil action or engage in any collection efforts against the Client, the Client agrees to pay any and all costs, fees, expenses, of whatever nature, including attorneys’ fees, incurred by GSR, whether at or prior to trial or on appeal or in any post judgment collection efforts or proceedings.

Soil Conditions: The Proposal is based upon site access for heavy equipment and normal soil conditions of 2,000 psf. If during site access or excavation of foundations necessary per installation and construction as per manufacturer’s specifications and drawings it is found that the sub-surface conditions are below normal strength or are unanticipated, such as shifting soils, drainage issues, buried debris, vegetation, rock or other unforeseen conditions, then the construction at the site will stop and GSR will notify the Client or its representative of the condition. In that event GSR will not resume work until a resolution can be found and an appropriate Change Order has been approved by all parties in interest.

Private Utilities: While it is standard operating procedure for GSR to perform a "Utility Locate" on any public utilities, GSR is not responsible for damage or destruction of private utilities. GSR will make reasonable efforts to avoid any and all previously marked, private utilities.

Taxes: Sales tax and other fees and taxes are a “pass-through” cost item and are the responsibility of the Client whether or not they are included in the Proposal.

Payment Terms: Unless otherwise agreed upon, payment terms shall be 50% upon date of contract with remaining 50% due upon completion. All payments are Net 30 after day of invoice. Partial invoices may be generated.

Late Payments: All late payments shall be charged a late payment fee on all unpaid invoices, not to exceed the maximum rate allowed by law, per month of the open amount for each invoice. When there are multiple invoices, the most recent payment will be applied to the oldest outstanding invoice.

Walk Through: On the day of completion, or at a point of substantial completion, of the Project, Client agrees to perform a final walk-through inspection to generate any punch list items that remain to be completed.

Certificate of Completion: After the final walk-through and completion or resolution of the punch list, GSR will present to the Client a “Project Completion Form” (*GSR-F1*), which Client shall sign to confirm satisfactory completion of the Playground Project. GSR will provide Client with a final invoice following execution of the “Project Completion Form.” Client agrees that execution of the “Project Completion Form” shall operate as a waiver of any and all claims or rights of action that Client might have against GSR in connection with the Playground Project and that Client is thereby estopped from seeking, alleging, claiming, withholding, or recovering any money, damages, or set-offs or credits of any kind against GSR.

Warranty: GSR shall warranty its work, including material, equipment, structures (as permitted by manufacturer’s proprietary, stated warranty) and its workmanship for one (1) year from Certificate of Completion unless any “system” installation has been violated as described above, in which case the such warranty is null and void..

Jurisdiction and Forum: This Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws rules. The parties agree to the exclusive jurisdiction and venue of the Supreme Court of the State of Tennessee for the resolution of all disputes arising under or from this contract and hereby consent to jurisdiction in an appropriate Court in Rutherford County, Tennessee.

Indemnification: To the fullest extent permitted by law, Client shall indemnify, defend, and hold harmless GSR, from and against any and all claims, damages, losses, demands, judgments, and costs of suit or defense, including attorneys’ fees, and reimburse GSR for any expense damage or liability incurred by GSR, whether for personal injury, property damage, direct or consequential damage, or economic loss arising or alleged to have arisen from the acts or omissions of Client, its agents, representatives, subcontractors, and employees, or anyone for whose acts they may be liable. Client further agrees to reimburse GSR for all costs and expenses, including attorneys’ fees, incurred to enforce these indemnity obligations.

Timeline:

From a Notice to proceed and color selections, the manufacturing of the equipment will take 12-13 weeks. One week 1 to ship. We will coordinate our install crew to arrive when the equipment does to unload and stage it. From there we will begin the construction. Earthwork and site prep will take approximately 1 week. Installation of the equipment will take approximately 1 week.

If given the NTP and colors selected by the end of February, we estimate being complete by the second or third week of June. We can invoice the project when requested to hit a deadline.

Scope:

Scope: This is a fully turn-key project. We will remove the existing surfacing at the current playground. Grade to site to meet elevation requirements by ADA and ASTM. The rubber surfacing will be 3.5” with an SBR system and drainage stone underneath. The perimeter of the rubber will slope to grade. The quote includes all installation of proposed equipment and site clean up. No scope to be done by others.



1-800-390-8438
www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

| | |
|---------------|---|
| ORGANIZATION: | Mount Juliet Parks and Rec |
| CONTACT: | Rocky Lee |
| ADDRESS: | 300 Mundy Memorial Dr, Mt. Juliet, TN 37122 |
| PHONE: | |

| | |
|----------------|-------------------|
| PROJECT TITLE: | Mundy Denson Park |
| REVISION: | 1 |
| OPTION: | 1 |

Official Quote from Great Southern Recreation

| TERRITORY MANAGER | DATE | TERRITORY | COUNTY | TERMS | COLORS |
|-------------------|-----------|-----------|--------|-------|--------|
| Kyle Peggram | 1/24/2023 | 1 | Wilson | N30 | TBD |

| PART NUMBER | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|--|--|---|--------------|--------------|
| PCCUST | 2 | Embankment Slides | \$ 12,800.00 | \$ 25,600.00 |
| GORMED | 6 | Goric Ball Climbers | \$ 700.00 | \$ 4,200.00 |
| PCNE | 1 | Net Effects Rope Climber | \$ 12,600.00 | \$ 12,600.00 |
| BERCUST | 1 | Berliner Rope Hill Climber | \$ 6,300.00 | \$ 6,300.00 |
| SUBTOTAL FOR EQUIPMENT | | | \$ | 48,900.00 |
| 37% | Certified Southern-built™ Installation | | | \$ 18,093.00 |
| SAFETY SURFACE | 4676 | Unitary EPDM Poured in Place Rubber Safety Surface | \$ 16.30 | \$ 77,134.00 |
| For an area of 4676. Borders to slope to grade | | | | |
| SUBSTRATE | 4676 | 3" Compacted Crushed Stone Substrate | \$ 3.30 | \$ 16,366.00 |
| GRADING | 1 | Site Grading consists of bringing the area to ADA compliance at less than 2% grade and raising the elevation to allow for embankment slides at 30 Degree slopes | \$ 30,000.00 | \$ 30,000.00 |
| DEMO | 2612 | Demo and disposal of existing EWF | \$ 5.00 | \$ 13,060.00 |
| SUBTOTAL | | | \$ | 203,573.00 |

| | |
|-----------|----|
| TAX RATE | EX |
| SALES TAX | - |

| | |
|-------------------|----------|
| BONDS | |
| EQUIPMENT FREIGHT | 7,900.00 |
| SURFACE FREIGHT | 1,800.00 |

TOTAL \$ 213,273.00

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway, Murfreesboro, TN 37128

Contract Information

Quote Dated: 2/6/24

Authorized: _____

Title: _____

AMOUNT: \$213,273

4. Great Southern Recreation: General Terms and Conditions

GSR-F2

Revision Date: December 18, 2015

