



Mt. Juliet, Tennessee

Board of Commissioners

Agenda

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

Monday, June 10, 2024

6:30 PM

Commission Chambers

1. Public Hearing 6:15 PM

- 1.A.** · Amend FY 23/24 Budget to appropriate funds for the Pleasant Grove Road at Central Pike All-Way Stop Control (AWSC Project)
· Amend FY 23/24 Budget to appropriate funds for Safe streets for all (SS4A) project that was recently awarded

[0705](#)

Attachments: [6-10-14 - 2nd Reading](#)

2. Call to Order & Declare a Quorum Present

3. Set Agenda

4. Invocation & Pledge of Allegiance

5. Approval of Minutes

- 5.A.** Approval of 4/22/24 BoC Minutes

[0704](#)

Attachments: [Minutes 4-22-24](#)

- 5.B.** Approval of Work Session Minutes of 5/07/24

[0651](#)

Attachments: [Work Session minutes 5-7-24](#)

- 5.C.** Approval of 5/29/24 Joint Work Session with BoC & Ethics Commission

[0702](#)

Attachments: [Joint Work session BoC and Ethics minutes 5-9-24](#)

6. Citizens Comments

7. Commissioner Reports & Comments

8. City Manager's Report

9. Unfinished Business - Consent Agenda Items:

- 9.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR SAFE STREETS FOR ALL (SS4A) PROJECT THAT WAS RECENTLY AWARDED GRANT FUNDING **0624**

Sponsors: Kenneth Martin

Attachments: [2024- Amend Capital Proj budget for SS4A grant award](#)
[2024- Amend Capital Proj budget for SS4A grant award - exec summary](#)

Legislative History

4/8/24	Board of Commissioners	deferred to the Board of Commissioners
4/22/24	Board of Commissioners	recommended for approval to the Board of Commissioners

10. Approved on 1st Reading 3/25/24 and deferred for 90 days:

- 10.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PLEASANT GROVE ROAD AT CENTRAL PIKE ALL-WAY STOP CONTROL (AWSC) PROJECT **0616**

Sponsors: City Manager Kenny Martin

Attachments: [2024- Amend bud Pleasant Grove Rd projs](#)

11. New Business - Consent Agenda Ordinances - 1st Reading

- 11.A.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET RIGHT-OF-WAY AND ROADWAY KNOWN AS S. RUTLAND ROAD, BEING FOUND AT 2760 S. RUTLAND ROAD AND PROCEEDING EAST TO THE INTERSECTION OF BECKWITH ROAD FOR APPROXIMATELY 2,585 LINEAR FEET AND BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **0661**

Sponsors: Planning Commission Positive Recommendation

Attachments: [S. Rutland Rd RoadwayAX SR](#)
[S. Rutland Rd RoadwayAX ExhibitA 4 23 24](#)
[Ordinance - S. Rutland Rd Annexation](#)

Legislative History

5/16/24	Planning Commission	**Positive Recommendation to the Board of Commissioners
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- 11.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET RIGHT-OF-WAY AND ROADWAY KNOWN AS LEESA ANN LANE, BEING FOUND AT 2722 LEESA ANN LANE AND PROCEEDING WEST TO THE DAVIDSON COUNTY LINE FOR APPROXIMATELY 150 LINEAR FEET AND BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **0662**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Leesa Ann Ln RoadwayAX SR](#)
[Leesa Ann Ln RoadwayAX ExhibitA 4 23 24](#)
[Ordinance - Leesa Ann Ln Annexation](#)

Legislative History

5/16/24 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.C.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT OLD LEBANON DIRT ROAD FROM CEDAR DRIVE (INTERSECTION IS ALREADY IN THE CITY LIMITS) TO THE EASTERN PROPERTY CORNER OF 5404 OLD LEBANON ROAD, IN WILSON COUNTY, TENNESSEE, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **0663**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Old Lebanon Dirt Rd RoadwayAX SR](#)
[Old Lebanon Dirt Rd RoadwayAX ExhibitMap 4-29-24](#)
[OLDR Annex ORD](#)

Legislative History

5/16/24 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.D.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT BENDERS FERRY ROAD ALONG THE FRONTAGE OF 87 BENDERS FERRY ROAD & FROM 273 BENDERS FERRY ROAD TO THE NORTHERN PROPERTY CORNER OF 479 BENDERS FERRY ROAD, IN WILSON COUNTY, TENNESSEE, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. **0664**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Benders Ferry Rd RoadwayAX SR](#)
[Benders Ferry Rd RoadwayAX ExhibitMap 4-29-24](#)
[Benders Ferry Road Annex ORD](#)

Legislative History

5/16/24

Planning Commission

**Positive Recommendation to
the Board of Commissioners**12. Ordinances - 1st Reading**

- 12.A.** AN ORDINANCE TO AMEND THE MT. JULIET CITY CODE CHAPTER 26, TAXATION, TO CREATE A NEW ARTICLE VII TO ESTABLISH A CENTRAL BUSINESS IMPROVEMENT DISTRICT **0679**

Sponsors: City Manager Kenny Martin

Attachments: [CBID ordinance-502494786-v4](#)
[CBID- Golden Bear - Subdivision Plat \(GW Markup\) - 2024.06.05](#)
[CBID Petition with signature](#)

- 12.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 17.14 ACRES, PROPERTY KNOWN AS WHISPERING MEADOWS, LOCATED 0 RITTER DRIVE, MAP 076, PARCEL 021.02, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **0344**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Whispering Meadows AX PMPD PUD SR](#)
[Whispering Meadows AX ORD](#)
[Whispering Meadows Legal Desc](#)
[Whispering Meadows Exhibit B Annex 9 12 23](#)
[Whispering Meadows Indefinite Deferral Email place on 12-31-24 BoC Agenda](#)

Legislative History

9/21/23

Planning Commission

positive recommendation

- 12.C.** AN ORDINANCE TO REZONE APPROXIMATELY 17.14 ACRES OF PROPERTY AT 0 RITTER DRIVE, MAP 076, PARCEL 021.02 FROM WILSON COUNTY R-1 TO RS-30 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR WHISPERING MEADOWS **0345**

Sponsors: Planning Commission Negative Recommendation

Attachments: [Whispering Meadows AX PMPD PUD SR](#)
[Whispering Meadows PMDP PUD ORD](#)
[Whispering Meadows Legal Desc](#)
[Whispering Meadows Exhibit B PMDP Rezone 9 12 23](#)
[Whispering Meadows Indefinite Deferral Email place on 12-31-24 BoC Agenda](#)

Legislative History

9/21/23

Planning Commission

**negative recommendation to
the Board of Commissioners

- 12.D.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 77.76 ACRES, PROPERTY KNOWN AS YORKSHIRE ESTATES, LOCATED 1000 YORK ROAD, MAP 049, PARCEL 071.01, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. **0666**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Exhibit A - YORKSHIRE ESTATES PROPERTY LEGAL DESCRIPTION](#)
[Yorkshire Estates AX ORD](#)
[1000 York Road Annex Planning Comm 5 24 24](#)

Legislative History

5/16/24

Planning Commission

**Positive Recommendation to
the Board of Commissioners

- 12.E.** AN ORDINANCE TO REZONE APPROXIMATELY 77.76 ACRES OF PROPERTY AT 1000 YORK ROAD, MAP 049, PARCEL 071.01 FROM WILSON COUNTY R-1 TO RS-40 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR YORKSHIRE ESTATES **0667**

Sponsors: Planning Commission Positive Recommendation

Attachments: [11 YorkshireEstates AX PMPD PUD SR](#)
[Exhibit A - YORKSHIRE ESTATES PROPERTY LEGAL DESCRIPTION](#)
[Yorkshire Estates PMDP ORD](#)
[1000 York Road Rezone Planning Comm 5 24 24](#)

Legislative History

5/16/24

Planning Commission

**Positive Recommendation to
the Board of Commissioners

- 12.F.** AN ORDINANCE TO REZONE APPROXIMATELY 11.67 ACRES OF PROPERTY AT 1919 NORTH MT. JULIET ROAD, MAP 072P, GROUP A, PARCEL 014.00 FROM CRC AND CTC TO CTC PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR EVERETTE DOWNS MIXED USE **0668**

Sponsors: Planning Commission Positive Recommendation

Attachments: [7 EveretteDowns PMDP PUD SR](#)
[Exhibit A - LEGAL DESCRIPTION Everette Downs Mixed Use - word doc](#)
[Everette Downs Mixed Use PMDP ORD](#)
[Everette Downs Rezone Planning Comm 5 24 24](#)

Legislative History

5/16/24

Planning Commission

**Positive Recommendation to
the Board of Commissioners

- 12.G.** AN ORDINANCE AMENDING PART C OF THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE STORMWATER ORDINANCE **0680**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Storm water 3 Ord](#)
[stormwater](#)

- 12.H.** AN ORDINANCE TO AMEND MT. JULIET CITY CODE CHAPTER 2, ARTICLE XIII CODE OF ETHICS, SECTION 2-351 USE OF POSITION OR AUTHORITY TO REMOVE (D) **0683**

Sponsors: City Manager Kenny Martin

Attachments: [Ethics Ord amendment](#)
[Amend Ethics Ordinance 2-352 \(d\) red line](#)

- 12.I.** AN ORDINANCE AMENDING ORDINANCE 2024-05 PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE III, USE REGULATIONS ADDING SECTION 3-108, TEMPORARY EVENTS, USES AND PORTABLE BUILDINGS, TO INCLUDE MOBILE FOOD VENDOR (FOOD TRUCKS) REGULATIONS FOR RESIDENTIAL AND INDUSTRIAL DISTRICTS **0701**

Sponsors: Planning Commission Positive Recommendation

Attachments: [2024-05 Mobile Food Vendor Ordinance](#)
[Amend Sunset Date of Mobile Food Vendors](#)

- 12.J.** AN ORDINANCE OF THE CITY OF MT. JULIET, TENNESSEE ADOPTING THE ANNUAL BUDGET, PROPERTY TAX RATE AND SEWER RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 **0700**

Sponsors: City Manager Kenny Martin

Attachments: [Budget 1st Reading](#)
[Summary of Dept Changes to FY25 Budget](#)

13. Resolutions - Consent Agenda

- 13.A.** RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE LEBANON ROAD SIDEWALKS, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0671**

Sponsors: Kenneth Martin

Attachments: [2024-06-10, Lebanon Road Sidewalks, Phase 3 CEI Consultant Resolution](#)
[2024-06-10, Lebanon Road Sidewalks, Phase 3 CEI Consultant - Exec Summary](#)
[PIN 130263.00, Kimley-Horn Contract amendment 1 \(draft\)](#)

- 13.B.** RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR CONSULTING SERVICES TO DEVELOP A SAFETY ACTION PLAN FOR THE SAFE STREETS FOR ALL (SS4A) PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0674**

Sponsors: Kenneth Martin

Attachments: [2024-06-10, SS4A Consultant Resolution](#)
[2024-06-10, SS4A Consultant Resolution Exec Summary](#)
[Mt. Juliet-SS4AActionPlan-ScopeFee-2024-05-17](#)

- 13.C.** A RESOLUTION CALLING FOR AN ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE OFFICE OF THE EXPIRING TERM OF MAYOR AND COMMISSIONERS FOR DISTRICT ONE, DISTRICT THREE EACH WITH A FOUR YEAR-TERM. **0676**

Attachments: [Call for Election 11-5-2024](#)

- 13.D.** A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENTS BY AND BETWEEN THE CITY OF MT. JULIET AND THE ARCHITECT WORKSHOP AND THE PARENT COMPANY FOR ENGINEERING AND PAVING SERVICES **0681**

Sponsors: City Manager Kenny Martin

Attachments: [2009 MJPD Owner Architect Agreement Additional Services 02](#)
[Executive Summary - Approval of Additional Services and Parking Lot Addition for PD and Parks Building Site](#)
[2024 - Approve amndmnt to Parent Co agreement for Paving](#)

- 13.E. A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT VEHICLES AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION 0682

Sponsors: City Manager Kenny Martin

Attachments: [Executive Summary - Surplus Vehicles to be Auctioned Res 2024 -Declare PD Vehicles as Surplus June 2024](#)

14. Resolutions

- 14.A. A RESOLUTION TO APPROVE THE PURCHASE AND SALE AGREEMENT OF THE PROPERTY LOCATED AT 6485 CENTRAL PIKE, MT. JULIET, TN. LOCATED AT MAP 97, PARCEL 19.0, FOR SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100, (\$725,000.00) AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT AND CLOSE ON THE PROPERTY. 0670

Sponsors: Planning and Zoning, Tyler Gutierrez

Attachments: [6485CentralPk LetterofIntent](#)
[6485 Central Pike Exhibit A 05-10-2024](#)
[6485 Central Pike Purchase Agreement](#)
[6485 Central Pike Mt Juliet Addendum 2](#)
[Res 2024- Approve purchase of 6485 Central Pike for Interchange project](#)
[Executive Summary 2024-06-10 PSA Resolution for 6485 Central Pike](#)

Legislative History

5/16/24	Planning Commission	**Positive Recommendation to the Board of Commissioners
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- 14.B. A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO HAVE A PURCHASE AGREEMENT PREPARED TO PURCHASE APPROXIMATELY 4.31 ACRES OF COMMERCIAL PROPERTY BEING MAP 072I GROUP A, PARCELS 022.00, 019.00, 018.00 AND 017.00 FOR \$4 MILLION DOLLARS LOCATED AT THE CORNER OF N. MT. JULIET ROAD AND E. CALDWELL STREET 0673

Sponsors: Planning and Zoning, Tyler Gutierrez

Attachments: [NMJR & E Caldwell Appraisal Report](#)
[Purchase of Commercial Property at N. Mt Juliet Road and E Caldwell](#)

Legislative History

5/16/24	Planning Commission	**Positive Recommendation to the Board of Commissioners
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- 14.C.** A RESOLUTION TO AMEND RESOLUTION 26-2024 PASSED ON APRIL 22, 2024 TO CHANGE THE MEMBER REQUIREMENTS TO MATCH THOSE THAT WERE MENTIONED AT THE MAY 7, 2024 BOARD OF COMMISSIONERS AND PARKS AND GREENWAYS JOINT WORKSESSION

[0699](#)

Sponsors: James Maness

Attachments: [Amend member set up for Research Committe for Rec Center](#)

15. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 0705

Agenda Date: 6/10/2024

Agenda #: 1.A.

Title:

- Amend FY 23/24 Budget to appropriate funds for the Pleasant Grove Road at Central Pike All-Way Stop Control (AWSC Project)
- Amend FY 23/24 Budget to appropriate funds for Safe streets for all (SS4A) project that was recently awarded

PUBLIC NOTICE

The Board of Commissioners of the City of Mt. Juliet will consider the following on 2nd and final reading on June 10, 2024 at 6:15 PM:

- Amend FY 23/24 Budget to appropriate funds for the Pleasant Grove Road at Central Pike All-Way Stop Control (AWSC Project)
- Amend FY 23/24 Budget to appropriate funds for Safe streets for all (SS4A) project that was recently awarded

The public is invited to attend and comment.

Kenneth D. Martin, City Manager
City of Mt. Juliet



Mt. Juliet, Tennessee

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

Staff Report

File #: 0704

Agenda Date: 6/10/2024

Agenda #: 5.A.

Title:

Approval of 4/22/24 BoC Minutes



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

- 1.A.** Work Session 5:15 PM until 6:00 P.M. to discuss a development that would possibly utilize the CBID process.

0635

Sponsors: City Manager Kenny Martin

Attachments: [4-22-24 CBID Worksession](#)

Present: Mayor Maness, Commissioner Justice and Commissioner Milele

Citizens Comments: No pros or cons voiced.

City Manager Kenneth Martin introduced Mark McDonald.

The following explained the CBID process and how this was used in Davidson County for Century Farms, this is similar to a Public Private Partnership.

Mark McDonald, Bo Campbell, Attorney with Highland & Knight and Sara Zare - NBS Capital Markets.

Discussion was held.

This is similar to a taxing district specific to the property in the development. The tax bill will state CBID Assessment.

Discussion was held.

The next step is setting up the District with the Board of Commissioners. After the District is in place the financing is worked on. Then the BoC approves the financing.

Rollcall

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

Absent: Bill Trivett

2. Public Hearing 6:15 PM

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

2.A. Public Hearing 6:15 - 2nd Reading Items**0636****Attachments:** [4-22-24 2nd Reading](#)

Citizens Comments: No pros or cons voiced.

Rezone approximately 8.3 acres located at Lebanon Road & North Greenhill Road, CRC to CRC-PUD and adopt the Preliminary Master Development Plan (PMDP)

Amend FY 23/24 Budget for a toddler Park at the New Charlie Daniels Annex

Define the Procedures for Proposing Charter Amendments

3. Call to Order & Declare a Quorum Present

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

4. Set Agenda

Mayor Maness removed item 13C (A Resolution in support of the research and development of a community recreation facility located on city owned property on Clemmons Road, should not exceed eleven million dollars) from the consent agenda with no objections.

5. Invocation & Pledge of Allegiance

Pastor Daryl Crouch, Everyone's Wilson

6. Approval of Minutes

Adopted with no objection.

6.A. Approval of April 8, 2024 BoC Minutes**0639****Attachments:** [BoC Minutes of 4-08-24](#)**7. Citizens Comments**

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

Jake Porter, 2305 Kline Avenue: CSDG present to represent the Greenhill Commercial Development.

8. Commissioner Reports & Comments

Commissioner Hefner: Thanked everyone for thoughts and prayers after his hand surgery. Jackson Hills HOA is tomorrow at 6 pm. He and some of the city staff will be attending.

Commissioner Milele: The BPAC dinner walk will be rescheduled. Ride MJ is May 5th @ 2 pm. Meet at Charlie Daniels Park, the bike rodeo will be hosted by the MJPd. May 1st her newsletter will go out. Costco Ribbon Cutting is June 6th at 7:30 pm. May 1st is the National Day of Prayer observance at the Clock Tower 5 pm

Commissioner Justice: No Report

Mayor Maness: No Report

9. City Manager's Report

City Manager Kenneth Martin thanked Pastor Crouch for attending. Thanked the teachers for all they do. Vice Mayor Trivett is traveling due to work. Shop local and support our local businesses. This is the economic engine for the city.

10. Unfinished Business Consent Agenda Items:**10.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR A TODDLER
PARK AT THE NEW CHARLIE DANIELS PARK ANNEX BUILDING****[0623](#)**

Sponsors: City Manager Kenny Martin, James Maness, Scott Hefner, Ray Justice, Bill Trivett, Jennifer Milele

Attachments: [2024 - Amd Budget to add Toddler Park at CDP annex](#)
[EXECUTIVE SUMMARY for Annex Building. Toddler Park](#)
[Toddler Play Yard pictures](#)

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

RESULT: ADOPTED

MOVER: James Maness

SECONDER: Ray Justice

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 2024-22

11. Unfinished Business - Ordinance 2nd Reading (1st Reading 3/25/24 - Deferred 4/8/24)

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

0449

Sponsors: Planning Commission Positive Recommendation

Attachments: [Greenhill Road Commercial PMDP PUD SR](#)
[Greenhill Road Commercial PMDP PUD ORD](#)
[Greenhill Commercial Legal Des](#)
[Greenhill Road Exhibit B PMDP Rezone 12 14 23](#)

Discussion was held.

Jake Porter, CSDG presented the project.

Motion made by Mayor Maness that under Planning items 3 & 4 be added to the ordinance: # 3: 6-203.7; 65% masonry/stone & 35% secondary materials. however, metal shall not be utilized as a secondary material; #4 6-103.7 Remove masonry requirement for the fuel canopy fascia for elevation as shown, 2nd by Commissioner Milele.

Vote on amendment: Yea: Unanimous (Trivett Absent)

Back on ordinance as once amended.

Discussion was held.

Motion made by Commissioner justice to add the comments that were passed out at the table to the ordinance concerning the traffic study under Public Works, 2nd by Mayor Maness

Discussion was held.

Vote on adding traffic study comments to the ordinance and replace all of the Public Works comments on the ordinance:

Vote Yea: Unanimous (Trivett Absent)

Back on ordinance as twice amended.

This Ordinance was adopted.

RESULT: ADOPTED

MOVER: James Maness

SECONDER: Scott Hefner

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 2024-23

11.B. AN ORDINANCE TO DEFINE THE PROCEDURE FOR PROPOSING CHARTER AMENDMENTS

0605

Sponsors: James Maness

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

Discussion was held.

Motion made by Mayor Maness to amend Section 3 with what was passed out. at the table, 2nd by Commissioner Milele.

Discussion was held. No vote taken

Motion made by Mayor Maness to defer until a workshop is scheduled, 2nd by Commissioner Justice.

Discussion was held.

Vote on Deferral: Yea: Unanimous (Trivett Absent)

12. Ordinance - 1st Reading Deferred from 4/8/24

12.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR SAFE STREETS FOR ALL (SS4A) PROJECT THAT WAS RECENTLY AWARDED GRANT FUNDING

0624

Sponsors: Kenneth Martin

Attachments: [2024- Amend Capital Proj budget for SS4A grant award](#)
[2024- Amend Capital Proj budget for SS4A grant award - exec summary](#)

Discussion was held.

2nd Reading will be scheduled on June 1st with no objections voiced, since there is nothing scheduled for the May 13th BoC meeting.

A motion was made by Justice, seconded by Hefner, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 6/10/2024. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Ray Justice

SECONDER: Scott Hefner

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

13. New Business Consent Agenda Items:

- 13.A.** RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE REHABILITATION OF THE BECKWITH ROAD PUMP STATION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT [0638](#)

Sponsors: City Manager Kenny Martin

Attachments: [2024-04-22, Beckwith Rd Pump Station Rehab Resolution](#)
[2024-04-22, Beckwith Rd Pump Station Rehab Resolution - Exec Summary](#)
[Beckwith Road Award Recommendation Letter](#)
[1. Jarrett Builders, Inc.](#)

Mayor Maness stated items 13 A & 13 B would be considered together. No objections voiced.

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: James Maness

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 24-2024

- 13.B.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE COKER PROPERTY, LOCATED AT 107 MEDEARIS DR. MAP 0530, GROUP A PARCEL 012.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY: [0640](#)

Sponsors: City Manager Kenny Martin

Attachments: [POS Coker Annexation - 107 Medearis](#)

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: James Maness

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 25-2024

13.C. A RESOLUTION IN SUPPORT OF THE RESEARCH AND DEVELOPMENT OF A COMMUNITY RECREATION FACILITY LOCATED ON CITY OWNED PROPERTY ON CLEMMONS ROAD SHOULD NOT EXCEED ELEVEN MILLION DOLLARS **0642**

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

Attachments: [Ord 2007-60 HotelMotel Tax](#)
[Support Parks and Rec Facility on Clemmons Road](#)

Discussion was held.

Motion made by Mayor Maness to defer said Resolution until after a work session with the Parks and Greenways Board, no 2nd, motion fails.

A motion was made by Justice, seconded by Milele, that this Resolution be adopted.

The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Ray Justice

SECONDER: Jennifer Milele

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 26-2024

14. New Business - Resolutions

14.A. RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE SAFE STREETS FOR ALL PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0622**

Sponsors: Kenneth Martin

Attachments: [2024-04-08, FHWA Agreement Resolution - SS4A](#)
[2024-04-08, FHWA Agreement Resolution - SS4A Exec Summary](#)
[SS4A Grant Agreement \(unsigned\)](#)
[RE SS4A \(Grant\) email with answers](#)
[Email Correspondence with answers](#)

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: James Maness

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 27-2024

15. Appointment - Wilson County Board of Equalization

Mayor Maness nominated Chris Richards, who has served as the city Representative for several years.

15.A. Appointment to the Wilson County Board of Equalization:

0641

Nomination made, voted on by Commission. One person is on this Board to represent Mt. Juliet. Two year term. Meets in the months of May/June called by the Wilson County Tax Assessor

Sponsors: Board of Commissioners, City Manager Kenny Martin

Mayor Maness nominated Chris Richards, who has served as the city Representative for several years.

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

RESULT: APPROVED

MOVER: Ray Justice

SECONDER: Jennifer Milele

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

16. Adjournment

Adjourned at 7:40 pm



Mt. Juliet, Tennessee

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

Staff Report

File #: 0651

Agenda Date: 6/10/2024

Agenda #: 5.B.

Title:

Approval of Work Session Minutes of 5/07/24



1. Joint Work Session with the Parks and Greenways Board

2. Public Notice

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

The Board of Commissioners of the City of Mt. Juliet along with the City of Mt. Juliet Parks and Greenway Board will have a joint work session on Tuesday, May 7, 2024, from 5:30 PM - 6:30 PM at City Hall, 2425 N. Mt. Juliet Road to discuss a proposed Recreational Facility on Clemmons Road. The City of Mt. Juliet Parks and Greenway Board will have their regular meeting beginning at 6:30 PM.

0650

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments:

3. Call to Order & Declare a Quorum Present

Mayor Maness called the work session to order and declared a quorum of the BoC present.

4. Set Agenda

Mayor Maness stated he would set the agenda as published if no objections voiced. No objections voiced.

Mayor Maness stated he would set the adjournment at 6:30 pm if no one objected. No objections voiced.

5. Invocation & Pledge of Allegiance

6. Citizens Comments

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

No pros or cons voiced.

7. Discussion of Proposed Recreational Facility

Commissioner Justice presented a Power Point and explained the proposed facility. Rob Porter, Civil Site Design and Sam Anderson, Anderson Architects have volunteered a portion of their time to this presentation.

Discussion was held.

Mayor Maness asked if there were any additional questions or comments. No additional questions or comments were brought up.

8. Adjournment

6:27 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 #: 0702

Agenda Date: 6/10/2024

Agenda #: 5.C.

Title:

Approval of 5/29/24 Joint Work Session with BoC & Ethics Commission



Board of Commissioners and Ethics Commission Work Session

1. Public Notice - Joint Work Session (Ethics Commission & BoC) 5:15 PM - 6:30 PM - Budget Work Session at 6:30 PM or immediately following the Joint Worksession

The Board of Commissioners of the City of Mt. Juliet along with the City of Mt. Juliet Ethics Commission will have a joint work session on Wednesday, May 29th, 2024, from 5:15 PM to 6:30 PM at City Hall, 2425 N. Mt. Juliet Rd, to discuss revisions to the Ethics Ordinance. Immediately following the joint work session, the Board of Commissioners will have a Budget Work Session beginning at 6:30 PM.

[0677](#)

Attachments: [5-29-24 Ethics and Budget](#)

2. Call to Order & Declare a Quorum Present

Mayor Maness called the Joint Works Session together and declared a quorum present.

Present: Board of Commissioners: mayor Maness, Vice Mayor Trivett, Commissioner Milele

Present: Ethics Commission: Chairperson Yancy Belcher, Georgina Hughes

3. Set Agenda

As Published.

4. Invocation & Pledge of Allegiance

5. Approval of Minutes

Approval of March 27, 2024 Minutes

[0672](#)

Attachments: [3-27-24 Joint Work Session](#)

Motion made by Commissioner Milele to approve the Joint Work Session minutes of March 27, 2024, seconded by Mayor Maness.

Vote Yea: Unanimous

6. Citizens Comments

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

None

7. Proposed Amendments to the Ethics Ordinance

Proposed changes to the Ethics Ordinance as previously discussed

[0678](#)

Attachments: [ARTICLE XII. CODE OF ETHICS Proposed Revisions May 2024](#)
[Proposed Complaint Form](#)

Some of the items discussed were:

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

(b) that \$25.00 or less might need to be amended.

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

It was decided that City attorney Gino Marchetti would beef this section up. It was also decided that (d) should be removed.

Sec. 2-354. Ethics complaints and inquires:

City Attorney Gino Marchetti will work on this.

Sworn Complain Form Instructions

Under ***Who May File a Complaint*** should be changed to any person.

8.. Adjournment

It was decided the next Joint Work Session would be held on Wednesday, July 24th beginning at 5:15 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 #: 0624

Agenda Date: 6/10/2024

Agenda #: 9.A.

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR SAFE STREETS FOR ALL (SS4A) PROJECT THAT WAS RECENTLY AWARDED GRANT FUNDING

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR SAFE STREETS FOR ALL (SS4A) PROJECT THAT WAS RECENTLY AWARDED GRANT FUNDING

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

WHEREAS, the City was awarded grant funding by FHWA through their Safe Streets For All (SS4A) program; and

WHEREAS, these grant funds will be used to develop an equitable, data-driven Safety Action Plan with a goal of eliminating roadway fatalities and serious injuries by 2050; and

WHEREAS, the City of Mt. Juliet desires to appropriate funds to the capital projects budget for the development of a Safety Action Plan.

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

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

Capital Projects Fund

Increase the Following Revenue:

300-33487	SAFE STREETS FOR ALL (SS4A)	\$ 328,000
300-37810	Transfers from General Fund	\$ 82,000

Appropriate the Following Expenditures:

SAFE STREETS FOR ALL (SS4A)

300-43193-268	Engineering	\$ 82,000
300-43193-269	Engineering Funded by Grants	\$328,000

General Fund

Increase the Following Expenditures:

110-49800-899	Transfers to Capital Projects Fund	\$ 82,000
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Section 2. The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr., City Attorney

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR SAFE STREETS FOR ALL (SS4A) PROJECT THAT WAS RECENTLY AWARDED GRANT FUNDING

Executive Summary

The projects: This grant will be used to develop an equitable, data-driven Safety Action Plan with a goal of eliminating roadway fatalities and serious injuries by 2050. The plan will rely upon both traditional crash data and a community outreach and engagement process to inform a comprehensive safety action plan that utilizes quantitative and qualitative input. Crash data will be collected and analyzed to identify commonalities across fatal and serious injury crashes. A High Injury Network (HIN) will be developed to identify specific locations where fatal and serious injuries occur most often, providing critical insight to the safety action plan's target locations. A comprehensive set of evidence-based projects and strategies will be identified as a part of the data-driven and community-focused plan. Project locations will prioritize findings from the HIN and inclusive public involvement process. Implementation strategies with low-cost, high-impact efforts will be developed and prioritized to impact a wider area of the jurisdiction.

Funding: The City has been awarded \$328,000 in federal funds to complete this Safety Action Plan. There is a required 20% local match of \$82,000.

Official act: This ordinance amends the budget to appropriate \$328,000 of federal grant funds and \$82,000 of local matching funds.

Fiscal Note: The costs associated with this project are one-time costs to develop a Safety Action Plan.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0616
10.A.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PLEASANT GROVE ROAD AT CENTRAL PIKE ALL-WAY STOP CONTROL (AWSC) PROJECT

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PLEASANT GROVE ROAD AT CENTRAL PIKE ALL-WAY STOP CONTROL (AWSC) PROJECT

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

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

WHEREAS, the City of Mt. Juliet wishes to appropriate funding for the construction of this project.

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

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

Capital Projects Fund:

Add the following revenue:

300-37810	Operating Transfer from General Fund	\$20,000
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Add the Following Expenditures:

Pleasant Grove at Central Pike AWSC		
300-#####-966	Construction	\$20,000

General Fund:

110-49800-899	Transfer to Capital Project Fund	\$20,000
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Section 2. The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr., City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0661
11.A.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET RIGHT-OF-WAY AND ROADWAY KNOWN AS S. RUTLAND ROAD, BEING FOUND AT 2760 S. RUTLAND ROAD AND PROCEEDING EAST TO THE INTERSECTION OF BECKWITH ROAD FOR APPROXIMATELY 2,585 LINEAR FEET AND BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY



MEMORANDUM

Date: May 16, 2024

To: Luke Winchester, Chairman
and Planning Commission

From: Matthew White, PE
Director of Public Works

Re: Review the Roadway and Right-of-Way Annexation
for S. Rutland Road.

OVERVIEW: The subject item is the proposed annexation of roadway and associative right-of-way on S. Rutland Road from 2760 S. Rutland Road to Beckwith Road, including the full intersection of S. Rutland Road and Beckwith Road (approximately 2,585 ft going east).

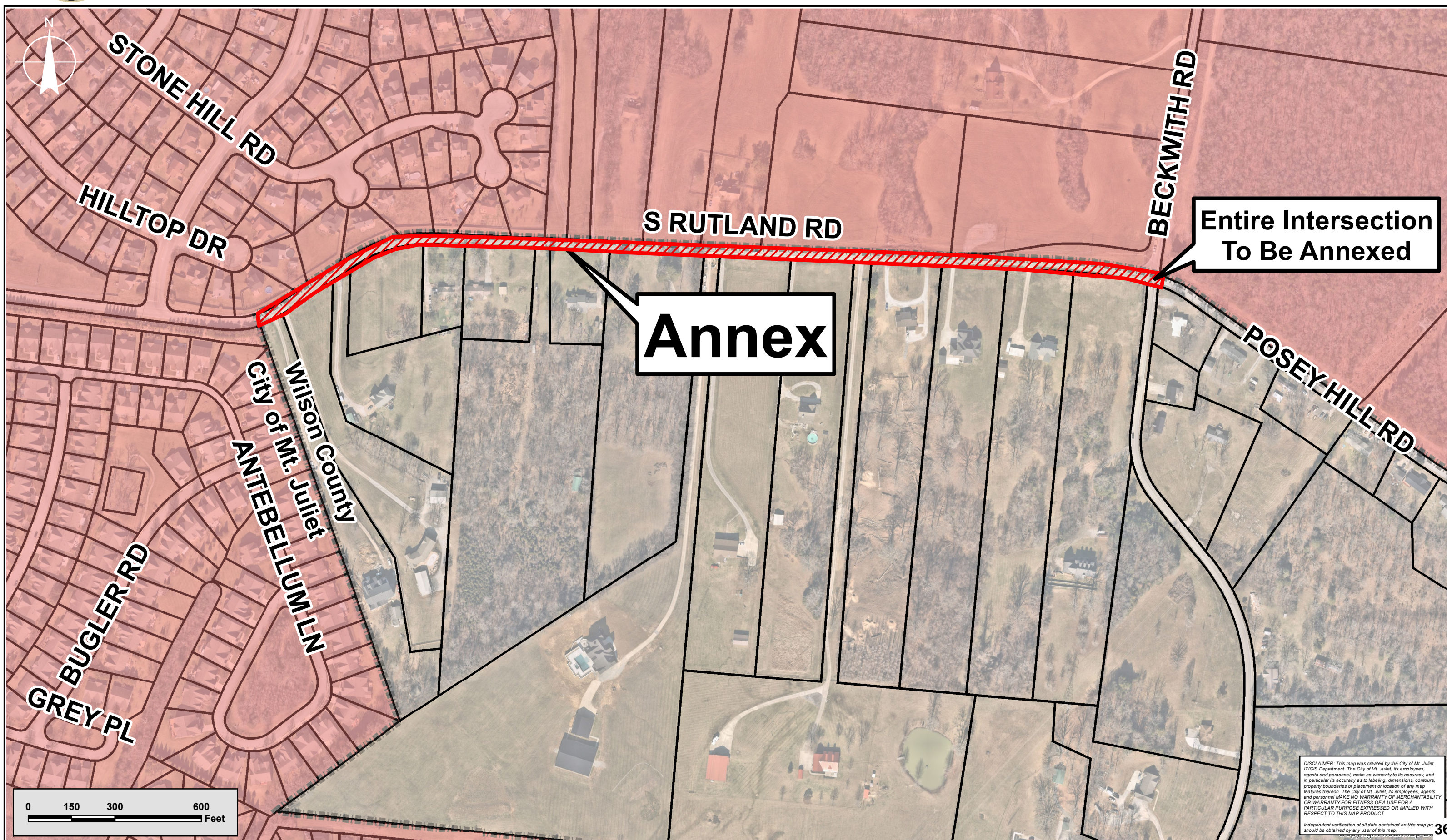
BACKGROUND & ANALYSIS: As a part of the Beckwith Road Widening Project, the City of Mt. Juliet is also planning to make improvements to S. Rutland Road. In order to make improvements to S. Rutland Road, the City would need to take over ownership of the roadway ROW, so that is the purpose of this request. See the attached exhibit for the requested limits of annexation.

RECOMMENDATION: Staff recommends forwarding this item to the Board of Commissioners with a positive recommendation.



Exhibit A - Annex

**S. Rutland Road
East of Del Webb**



ORDINANCE 2024-_____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET RIGHT-OF-WAY AND ROADWAY KNOWN AS S. RUTLAND ROAD, BEING FOUND AT 2760 S. RUTLAND ROAD AND PROCEEDING EAST TO THE INTERSECTION OF BECKWITH ROAD FOR APPROXIMATELY 2,585 LINEAR FEET AND BEING LOCATED WITHIN THE CITY'S URBAN GROWTB BOUNDARY

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of May 16, 2024 and forwarded a positive recommendation for approval to the Board of Commissioners; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject roadway into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, a Plan of Services for this area will be adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the roadway described herein within the corporate boundaries of the City of Mt. Juliet.

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

SECTION 1. ANNEXATION. The property described herein below and as shown and further described on Exhibit A attached hereto, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

SECTION 2. LEGAL DESCRIPTION

In the State of Tennessee, County of Wilson, and City of Mt. Juliet, and being more particularly described as follows and in Exhibit A:

Roadway right-of-way for S. Rutland Road beginning at 2760 S. Rutland Road and proceeding East to the intersection of Beckwith Road for approximately 2,585 linear feet as measured along the centerline of the road.

SECTION 3. — PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation in a regular meeting held on May 16, 2024

SECTION 4. — PUBLIC HEARING — The annexation was the subject of a public hearing held on June 10, 2024 at 6:15 p.m.

BE IT FURTHER ORDAINED:

SECTION 5. 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 6. 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 7. 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 #: 0662
11.B.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET RIGHT-OF-WAY AND ROADWAY KNOWN AS LEESA ANN LANE, BEING FOUND AT 2722 LEESA ANN LANE AND PROCEEDING WEST TO THE DAVIDSON COUNTY LINE FOR APPROXIMATELY 150 LINEAR FEET AND BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY



MEMORANDUM

Date: May 16, 2024

To: Luke Winchester, Chairman
and Planning Commission

From: Matthew White, PE
Director of Public Works

Re: Review the Roadway and Right-of-Way Annexation
for Leesa Ann Ln.

OVERVIEW: The subject item is the proposed annexation of roadway and associative right-of-way on Leesa Ann Lane from 2722 Leesa Ann Lane to the Wilson/Davidson County line (approximately 150 ft going west).

BACKGROUND & ANALYSIS: The City of Mt. Juliet currently owns Leesa Ann Lane from Georgetown Drive to the address of 2272 Leesa Ann Lane (approximately 870 feet) and the remaining 150 feet to the county line is owned by the Wilson County Road Commission. The reason for this requested annexation is to provide consistency in maintenance for the entirety of Leesa Ann Lane and for the City to be able to control access to and from the Davidson County side of the boundary. See the attached exhibit for the requested limits of annexation.

RECOMMENDATION: Staff recommends forwarding this item to the Board of Commissioners with a positive recommendation.

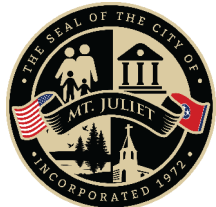
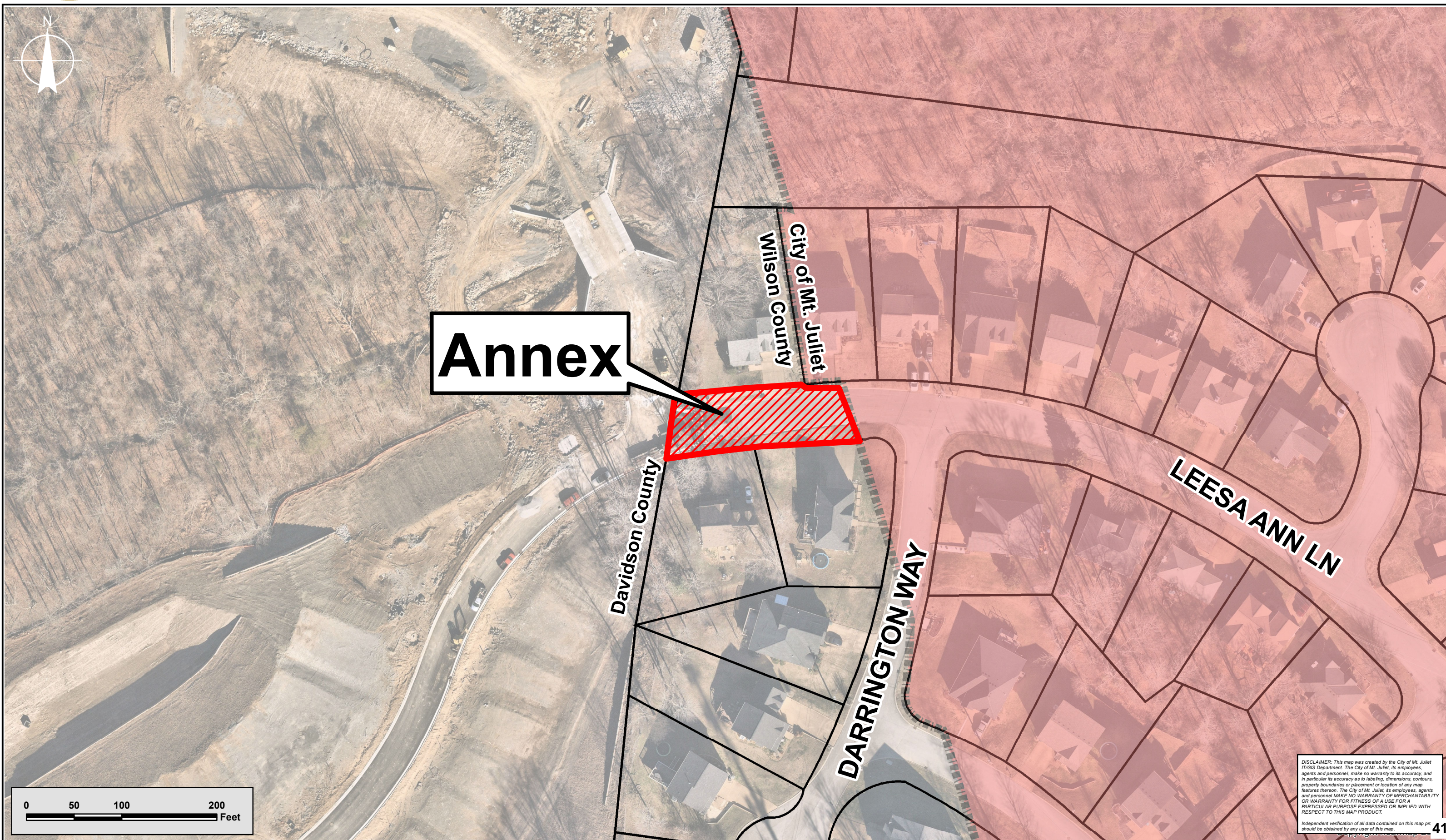


Exhibit A - Annex

**Leesa Ann Ln
Hickory Hills Subd.**



ORDINANCE 2024-_____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET RIGHT-OF-WAY AND ROADWAY KNOWN AS LEESA ANN LANE, BEING FOUND AT 2722 LEESA ANN LANE AND PROCEEDING WEST TO THE DAVIDSON COUNTY LINE FOR APPROXIMATELY 150 LINEAR FEET AND BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of May 16, 2024 and forwarded a positive recommendation for approval to the Board of Commissioners; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject roadway into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, a Plan of Services for this area will be adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the roadway described herein within the corporate boundaries of the City of Mt. Juliet.

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

SECTION 1. ANNEXATION. The property described herein below and as shown and further described on Exhibit A attached hereto, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

SECTION 2. LEGAL DESCRIPTION

In the State of Tennessee, County of Wilson, and City of Mt. Juliet, and being more particularly described as follows and in Exhibit A:

Roadway right-of-way for Leesa Ann Lane beginning at 2722 Leesa Ann Lane and proceeding West to the Davidson County Line for approximately 150 linear feet as measured along the centerline of the road.

SECTION 3. — PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation in a regular meeting held on May 16, 2024

SECTION 4. — PUBLIC HEARING — The annexation was the subject of a public hearing held on June 10, 2024 at 6:15 p.m.

BE IT FURTHER ORDAINED:

SECTION 5. 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 6. 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 7. 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 #: 0663
11.C.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT OLD LEBANON DIRT ROAD FROM CEDAR DRIVE (INTERSECTION IS ALREADY IN THE CITY LIMITS) TO THE EASTERN PROPERTY CORNER OF 5404 OLD LEBANON ROAD, IN WILSON COUNTY, TENNESSEE, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY



MEMORANDUM

Date: May 16, 2024

To: Luke Winchester, Chairman
and Planning Commission

From: Shane Shamanur, PE
Director of Engineering

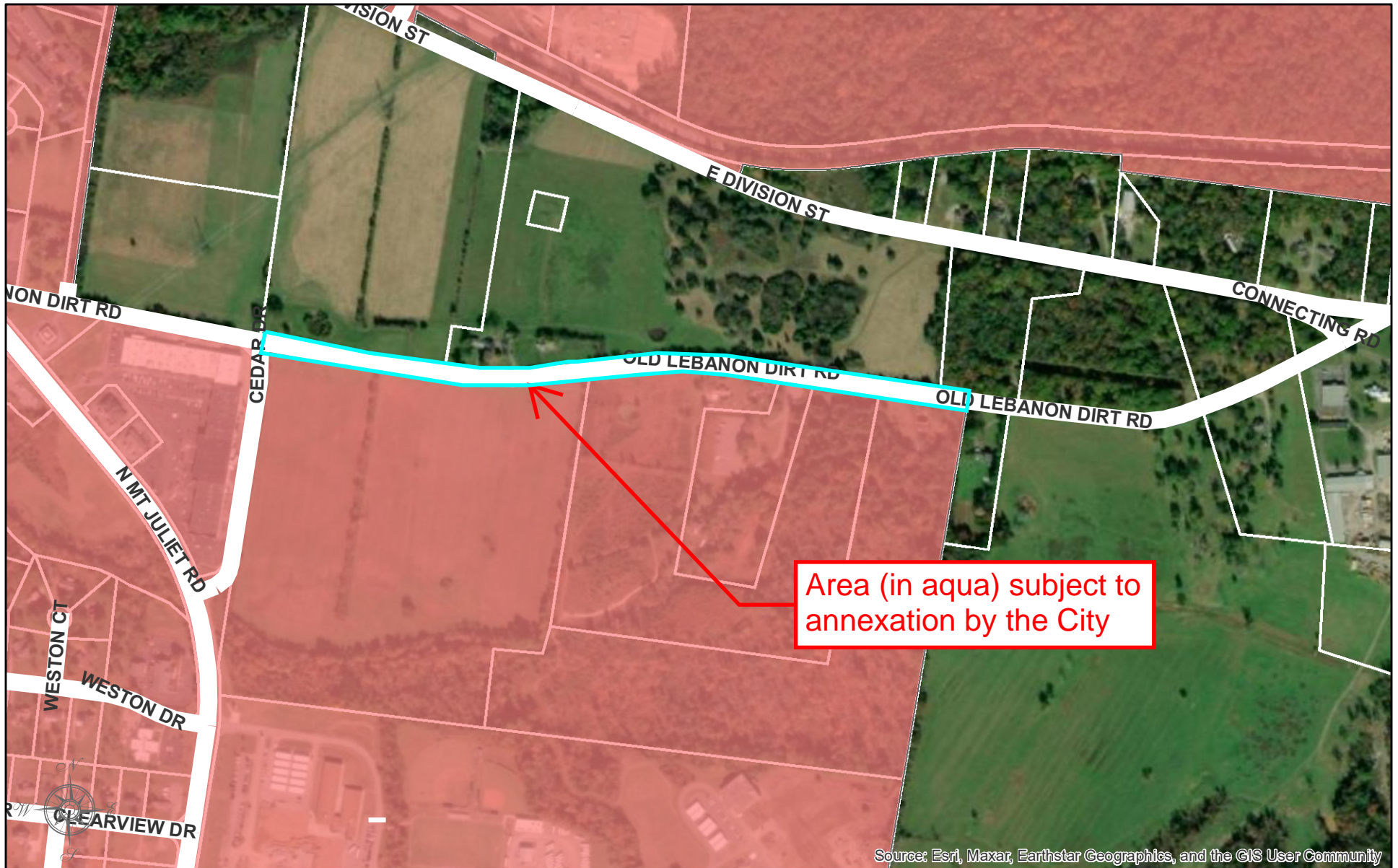
Re: Review the Roadway and Right-of-Way
Annexation: Old Lebanon Dirt Road

OVERVIEW: The subject item is the proposed annexation of roadway and associative right-of-way on Old Lebanon Dirt Road from Cedar Drive (intersection is already in the City Limits) to the eastern property corner of 5404 Old Lebanon Road (approximately 3,096ft going east).

BACKGROUND & ANALYSIS: As part of the conditions of approval of the McFarland Farms mixed-use development placed by the City of Mt. Juliet Board of Commissioners, the developer is required to make improvements to Old Lebanon Dirt Road. In order to make these improvements to Old Lebanon Dirt Road, the City would need to take over ownership of the roadway ROW, so that is the purpose of this request. See the attached exhibit for the requested limits of annexation.

RECOMMENDATION: Staff recommends forwarding this item to the Board of Commissioners with a positive recommendation.

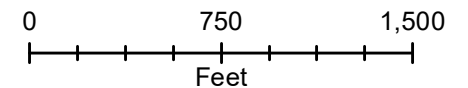
OLDR Annexation



CITY OF MT. JULIET, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: April 25, 2024



ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT OLD LEBANON DIRT ROAD FROM CEDAR DRIVE (INTERSECTION IS ALREADY IN THE CITY LIMITS) TO THE EASTERN PROPERTY CORNER OF 5404 OLD LEBANON ROAD, IN WILSON COUNTY, TENNESSEE, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of May 16, 2024, and forwarded a positive recommendation (Vote 8-0-0) for approval to the Board of Commissioners; and

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject property into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

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

SECTION 1. – ANNEXATION. The property described herein below and as shown and further described on Exhibit B attached hereto, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

LEGAL DESCRIPTION – The subject item is the proposed annexation of roadway and associative right-of-way on Old Lebanon Dirt Road from Cedar Drive (intersection is already in the City Limits) to the eastern property corner of 5404 Old Lebanon Road (approximately 3,096ft going east).

SECTION 2. – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (8-0-0) in a regular meeting to be held on May 16, 2024.

SECTION 3. – PUBLIC HEARING – The annexation was the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

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

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

PASSED:

James Maness, Mayor

FIRST READING: _____

SECOND READING: _____

ATTEST:

Sheila S. Luckett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0664
11.D.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT BENDERS FERRY ROAD ALONG THE FRONTAGE OF 87 BENDERS FERRY ROAD & FROM 273 BENDERS FERRY ROAD TO THE NORTHERN PROPERTY CORNER OF 479 BENDERS FERRY ROAD, IN WILSON COUNTY, TENNESSEE, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.



MEMORANDUM

Date: May 16, 2024

To: Luke Winchester, Chairman
and Planning Commission

From: Shane Shamanur, PE
Director of Engineering

Re: Review the Roadway and Right-of-Way
Annexation: Benders Ferry Road

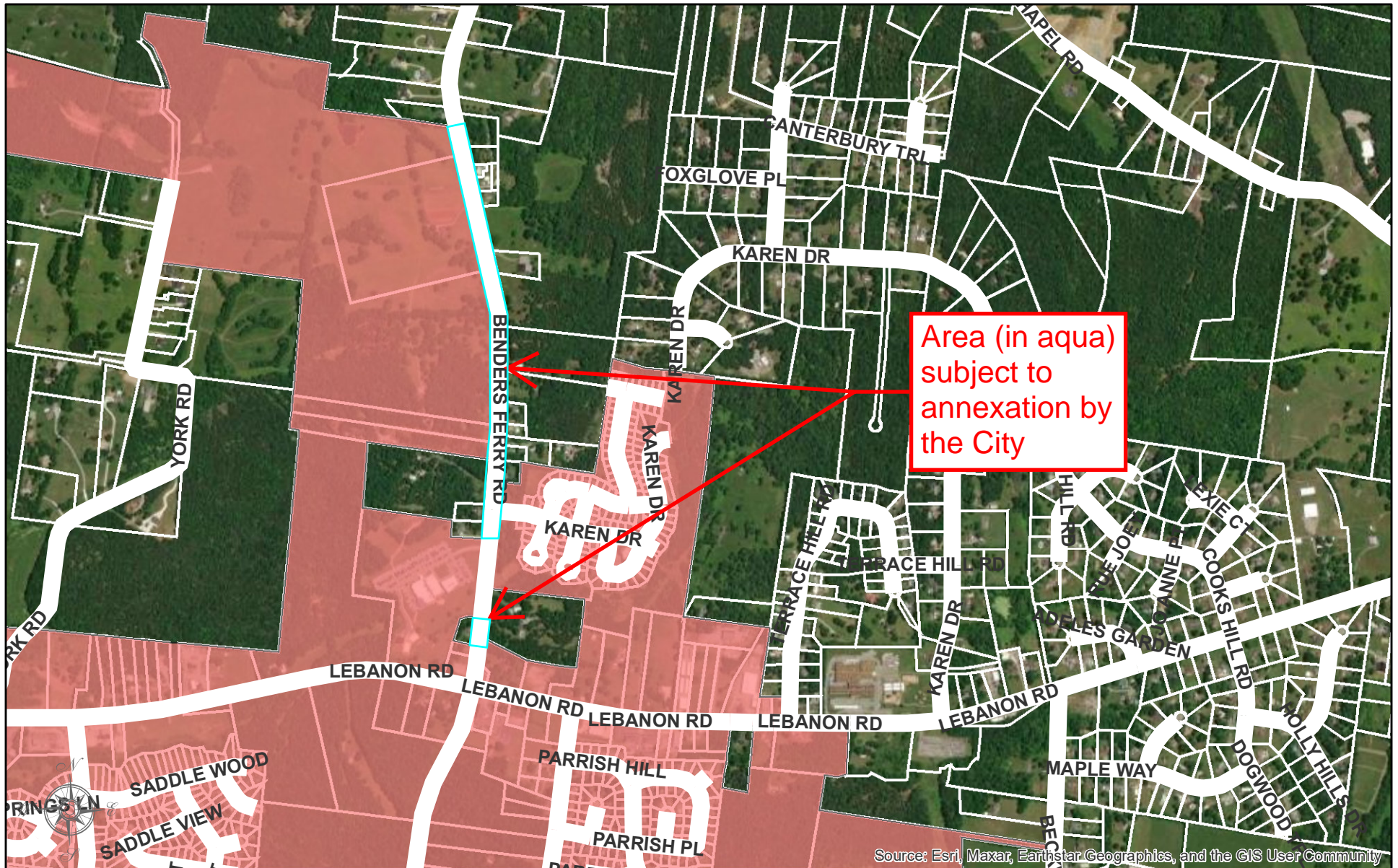
OVERVIEW: The subject item is the proposed annexation of roadway and associative right-of-way on Benders Ferry Road in two locations:

- Along the frontage of 87 Benders Ferry Road (approximately 256ft from the northern property line of 61 Benders Ferry Road)
- From 273 Benders Ferry Road to the northern property corner of 479 Benders Ferry Road (approximately 3,652ft going north).

BACKGROUND & ANALYSIS: As part of the conditions of approval of the Benders Cove (formally Benders Ferry Subdivision) development placed by the City of Mt. Juliet Board of Commissioners, the developer is required to make improvements to Benders Ferry Road. In order to make these improvements to Benders Ferry, the City would need to take over ownership of the roadway ROW, so that is the purpose of this request. See the attached exhibit for the requested limits of annexation.

RECOMMENDATION: Staff recommends forwarding this item to the Board of Commissioners with a positive recommendation.

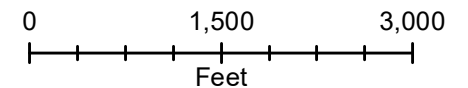
Benders Ferry Annexation



CITY OF MT. JULIET, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: April 25, 2024



ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT BENDERS FERRY ROAD ALONG THE FRONTAGE OF 87 BENDERS FERRY ROAD & FROM 273 BENDERS FERRY ROAD TO THE NORTHERN PROPERTY CORNER OF 479 BENDERS FERRY ROAD, IN WILSON COUNTY, TENNESSEE, AND LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of May 16, 2024, and forwarded a positive recommendation (Vote 8-0-0) for approval to the Board of Commissioners; and

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject property into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

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

SECTION 1. – ANNEXATION. The property described herein below and as shown and further described on Exhibit B attached hereto, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

LEGAL DESCRIPTION – The subject item is the proposed annexation of roadway and associative right-of-way on Benders Ferry Road along the frontage of 87 Benders Ferry Road (approximately 256ft from the northern property line of 61 Benders Ferry Road) & from 273

Benders Ferry Road to the northern property corner of 479 Benders Ferry Road (approximately 3,652ft going north).

SECTION 2. – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (8-0-0) in a regular meeting to be held on May 16, 2024.

SECTION 3. – PUBLIC HEARING – The annexation was the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

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

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

PASSED:

James Maness, Mayor

FIRST READING:_____

SECOND READING:_____

ATTEST:

Sheila S. Lockett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0679
12.A.

Agenda Date: 6/10/2024

Agenda #:

Title:

**AN ORDINANCE TO AMEND THE MT. JULIET CITY CODE CHAPTER 26,
TAXATION, TO CREATE A NEW ARTICLE VII TO ESTABLISH A CENTRAL BUSINESS
IMPROVEMENT DISTRICT**

ORDINANCE 2024 - _____

**AN ORDINANCE TO AMEND THE MT. JULIET CITY CODE CHAPTER 26,
TAXATION, TO CREATE A NEW ARTICLE VII TO ESTABLISH A CENTRAL
BUSINESS IMPROVEMENT DISTRICT**

Whereas, pursuant to the Central Business Improvement District Act of 1990, property owners within a defined central business improvement district in Mt. Juliet, Tennessee, representing a majority of the real property owners and at least two-thirds of the assessed value of all real property within that area, have presented petitions to the Board of Commissioners of the City of Mt. Juliet (the “Board”) requesting the creation of the Mt Juliet Golden Bear Central Business Improvement District (the "District" or the “CBID”); and

Whereas, the creation of the District will enhance the local business climate and help manage the area and ensure that it is properly redeveloped, safe, clean and vibrant and will bring more people to Mt. Juliet to work, live, play, and shop; and

Whereas, among the services and improvements to be funded by the District will be road and other public improvements including water and sewer improvements, beautification efforts, business recruitment and retention, and overall District promotions; and

Whereas, the Board of Commissioners of the City of Mt. Juliet desires to amend the Mt. Juliet City Code, Chapter 26, Taxation to establish the District as provided herein.

Now, therefore, be it **ORDAINED** by the City of Mt Juliet Board of Commissioners the City of Mt. Juliet City Code is amended as follows:

Section 1. The Mt. Juliet City Code, Chapter 26, Taxation is amended by adding the following new Article VII to be entitled the Mt Juliet Golden Bear Central Improvement District:

Sec. 26-161 District Created, Boundary.

In accordance with the provisions of and established pursuant to Tennessee Code Annotated §7-84-501, et seq., there is hereby created a Mt Juliet Golden Bear Central Business Improvement District (the “CBID”) which shall include all properties within that area of the city generally depicted as shown on Exhibit A attached hereto, including the roadways shown thereon.

Sec. 26-162. - Purposes and mission.

A. The board of commissioners hereby finds and declares that the establishment of the CBID will promote the successful revitalization and modernization of the business district within the Golden Bear Gateway area of the city, thereby furthering health, safety, and general economic welfare of the city.

B. The purpose and mission of this CBID is hereby declared to be: To undertake and provide an enhanced level of programs and services not provided by the city that will help maintain the CBID as a clean, safe, and vibrant place to work, live, shop, and play. This should include but not be limited to funding necessary or desirable roadway, utility and other infrastructure improvements and maintenance, as well as any appurtenances designed to improve access and overall traffic flow, and funding and maintaining other public improvements and appurtenances within the District.

Sec. 26-163. - Liberal construction.

This ordinance, being necessary to secure and preserve the public health, safety, convenience, and welfare, shall be liberally construed to effectuate its purposes.

Sec. 26-164. – Definitions.

As used in this ordinance, unless a contrary meaning clearly appears:

1. "Assessed value" means value as assessed for municipal tax purposes.
2. "District" or " CBID" means the central business improvement district created by this ordinance.
3. "District Management Corporation" means the board or organization created or organization appointed to act as an advisory board for the purpose of making and carrying out recommendations for the use of special assessment revenues, and for the purpose of administering activities within and for the District, and the provision of services and projects within the District.
4. "Initiating petition" means the petition filed in the office of the city recorder requesting the establishment of the CBID.
5. "Owner" means the record owner of real property in fee or a representative of such owner duly authorized to act for and on behalf of said owner.

Sec. 25-265. – District Management Corporation.

A. There is hereby authorized a District Management Corporation to be chartered pursuant to the provisions of the Nonprofit Corporation Act of Tennessee for the purpose of administering the special assessment revenues and the activities within the District, the making of improvements within the District, and the provision of services and projects within and for the District.

B. The District Management Corporation shall be governed by a board of directors consisting of at least seven members. At least three members shall be appointed as provided in subsection C. below. The Mayor of the City of Mt. Juliet shall appoint two of the seven members who shall serve initial four-year terms. At the end of such terms, these seats will be filled by the Mayor of Mt. Juliet. The property owners within the District shall elect the remaining two members who shall serve five-year terms and these two members' terms shall be extended beyond the five-year term if debt is issued and has not been repaid. These two members shall be principals of property owners or companies owning property within the District. At the end of these initial terms, these seats shall then be filled at an annual meeting upon nomination by the outgoing board members.

C. Pursuant to Tenn. Code Ann. § 7-84-519, the Speaker of the Senate of the State of Tennessee shall appoint the senator whose senate District includes the majority of the area contained within the CBID to serve as an ex officio member and the Speaker of the House of Representatives of the State of Tennessee shall appoint the representative whose house District includes the majority of the area contained within the CBID as an ex officio member. In addition, the member(s) of the city commission whose District includes any of the area contained within the CBID shall serve as an ex officio member. The ex officio members shall serve for the term for which they are elected and shall not be counted in determining the presence of a quorum.

D. Vacancies on the board for elected members shall be filled by the remaining board members present and voting to fill the vacancy.

Sec. 25-266. – District Management Corporation powers.

A. In furtherance of and not in limitation to the general powers conferred upon a central business improvement district by Chapter 84 of Title 7 of the Tennessee Code Annotated and in keeping with the purposes of the CBID set forth herein, it is expressly provided that the District Management Corporation shall have the following powers, which shall be exercised at the discretion of the District Management Corporation acting through its board of directors as follows:

1. To acquire, construct or maintain parking facilities;
2. To acquire, construct or maintain public improvements;
3. To acquire real property or an interest therein in connection with a public improvement;
4. To provide services for the improvement and operation of the District to supplement those provided by the City of Mt. Juliet, as follows:
 - a. Promotion and marketing;
 - b. Advertising;
 - c. Health and sanitation;
 - d. Public safety;
 - e. Elimination of problems related to traffic and parking;
 - f. Security services;
 - g. Recreation;
 - h. Cultural enhancements;
 - i. Activities in support of business or residential recruitment or retention;
 - j. Aesthetic improvements;
 - k. Professional management, planning and promotion of the District;
 - l. Consulting with respect to planning, management and development activities;
 - m. Furnishing of music at any public place;
 - n. Design assistance; and
 - o. Such other services as authorized by Tenn. Code Ann. § 7-84-520.
5. To enter into contracts and agreements with other persons or entities;
6. To hire employees or retain agents, engineers, architects, planners, consultants, attorneys and accountants;
7. To acquire, construct, install and operate public improvements contemplated by this ordinance and all property rights or interests incidental or appurtenant thereto, and to dispose of all real and

personal property and any interest therein including leases and easements in connection therewith;

8. To manage, control and supervise:

a. All the business and affairs of the District;

b. The acquisition, construction and installation and operation of public improvements within the District; and,

c. The operation of District services therein.

9. To the extent permitted by law, to borrow money and issue bonds, notes, or other obligations for the purpose of paying the costs of public improvements made pursuant to the establishment ordinance, or the refunding or refinancing of any such bonds, notes or other obligations issued pursuant to the authority in Tenn. Code Ann. § 7-84-518.

10. To construct and install improvements across and along any public street, alley, highway, stream of water or water course in accordance with state and local laws, rules or regulations; and,

11. To exercise all rights and powers necessary or incidental to or implied from the specific powers granted herein or those granted in Tenn. Code Ann. § 7-84-520.

B. All services to the CBID listed above shall be provided by the District Management Corporation as a service to and in support of the City of Mt. Juliet and such services are to be paid for out of the revenues from the special assessment. Revenues from special assessments shall be used to supplement and not to pay for the same level of services provided by the City of Mt. Juliet within the District as are provided throughout the general services District. In no event will the level of services provided to the District by the City of Mt. Juliet be decreased because of the enhanced level of services.

C. Initial improvements: The following improvement programs are examples of work authorized to be undertaken within the District during its first year of operation: interior access roads, utilities, common area landscaping, street lighting, sidewalks and traffic signals.

Sec. 25-267. – Annual budget.

The District Management Corporation shall annually submit to the board of commissioners a financial report and a written report of its activities for the preceding year together with a proposed budget for the next year. The annual budget shall include a projection of revenues from the special assessment and a projection of expenditures for projects, services and activities of the District Management Corporation and shall be reviewed and approved by the board of commissions, or if not approved shall be returned to the District Management Corporation board for revision and resubmission until the board of commissioners shall approve the annual budget.

Sec. 25-268. – Estimated costs and rate of levy; special assessment procedure.

A. The estimated costs of the initially proposed improvements, services, and projects are approximately \$10 million over the 20-year term.

B. The rate of levy of the special assessment for the CBID shall be \$0.50 per \$100.00 of assessed value of real property beginning in calendar year 2025. Such rate of levy shall continue in full force until changed by the board of commissioners in accordance herewith and no change shall

occur if debt is secured with the special assessment revenue. A change in the rate of levy may be initiated only by a resolution of the District Management Corporation requesting that the rate be changed. Further, this rate must be approved in an election held by the District Management Corporation by not less than a majority in number of owners of real property in the District voting in said election. In addition, the assessed value of the property in the District owned by all persons voting affirmatively must equal or exceed at least two-thirds of the assessed value of the property in the District owned by all persons voting. Upon receipt of this resolution from the District Management Corporation, the board of commissioners must hold a public hearing as to whether there should be a change in the rate of levy for the special assessment.

C. Beginning in 2025, special assessments shall be levied against all taxable real property within the CBID pursuant to a special assessment roll of all owners of real property within the District as shown in the records of the Assessor of Property for Wilson County.

D. Notice of the special assessment shall be issued simultaneously with tax notices for regular Mt. Juliet real property taxes, and revenues from special assessment shall be collected by the county trustee and placed into a segregated account subject to the direction of the board of commissioners and the District Management Corporation.

E. Special assessments shall be imposed and collected annually as set forth hereinabove. Changes in the rate or additions to the rate for the assessment may be made only annually pursuant to the process referenced in Section 25-268(B) above.

F. Penalty and interest in the amount permitted by state law shall be added to any such assessment or installment thereof not paid on or before the date prescribed by City of Mt. Juliet.

Sec. 25-269. – Dissolution of the District Management Corporation.

The District shall be dissolved without further action from the board of commissioners on March 15, 2056, assuming there is no outstanding debt, bonds, notes, or other obligations payable solely by special assessment revenue levied on real property within the District. However, the District shall not be dissolved if there is outstanding bonded indebtedness or if prior to that date the board of commissioners by ordinance determines that the District should be continued and a petition that satisfies the requirements of the Central Business Improvement Act, Tenn. Code Ann. § 7-84-501, *et seq.* is filed requesting that the District continue. Upon dissolution of the District, any unencumbered assessment proceeds remaining under the control of the District shall be disbursed to the owners of District real property pro rata based upon the amounts of the respective assessments.

Subject to the limitations set forth in the preceding paragraph, the board of commissioners may dissolve the CBID upon receipt of a written petition filed by the owners of either seventy-five percent of the assessed value of the property in the District based on the most recent certified city property tax rolls or fifty percent of the owners of record within the District.

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:

FIRST READING: _____

SECOND READING: _____

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

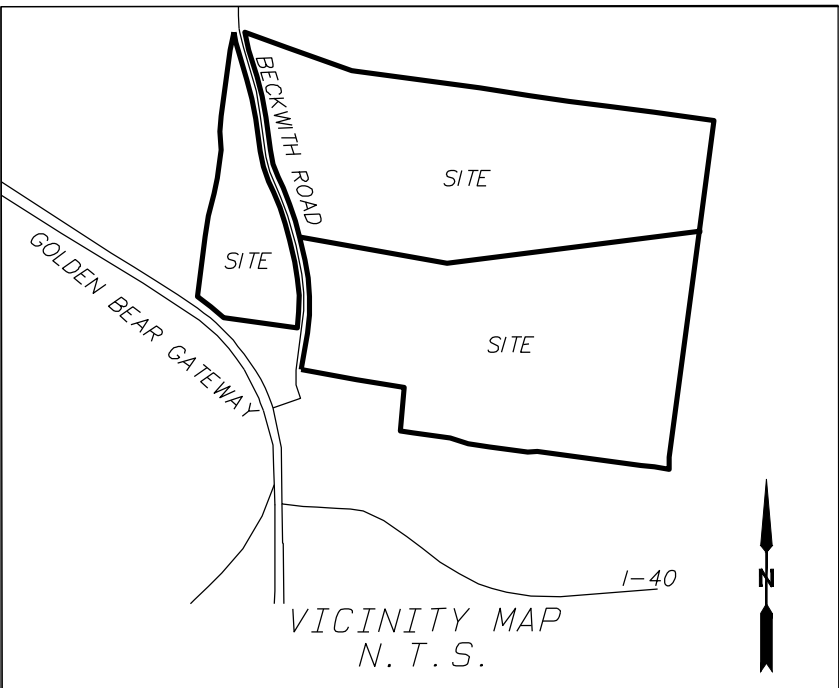
APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney

EXHIBIT A

Depiction of District boundaries attached



CERTIFICATE OF ACCURACY
I HEREBY CERTIFY THAT THE PLAN SHOWN AN DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY THAT SATISFIES THE REQUIREMENTS OF THE CITY OF MT. JULIET, TENNESSEE, MUNICIPAL-REGIONAL COMMISSION AND THE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, AND THAT THE MONUMENTS HAVE PLACED AS SHOWN HEREON TO THE BOARD'S SPECIFICATIONS.



(010.09)
GBP STRATEGIC REALTY PARTNERS
PLAT BOOK 2241, PAGE 2346, R.O.W.C.
ZONING RS-40



DEED REFERENCE
TO: GOLDEN BEAR MJ LLC
FROM: RP BECKWITH TN, LLC
RECORD: DEED BOOK 2193, PAGE 2088, R.O.W.C., TN.

PROPERTY MAP REFERENCE
SUBJECT SITE MAY BE IDENTIFIED ON WILSON COUNTY TAX MAP 78 & PARCEL 17.01.

CITY OF MT. JULIET NOTES:
1. PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN HEREON ARE INTENDED TO INDICATE AN EASEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE STRUCTURES, INCLUDING, BUT NOT LIMITED TO, SANITARY SEWERS, WATER LINES, TELEPHONE SIGNAL CONDUITS, ELECTRIC CONDUCTORS, DRAINAGE PIPES AND NATURAL GAS LINES. DRAINAGE EASEMENTS SHOWN ON THIS PLAN, WHICH ARE OUTSIDE THE DEDICATED RIGHTS OF WAY, ARE NOT THE RESPONSIBILITY OF THE CITY OF MT. JULIET. 2. FIRE HYDRANTS SHOWN HEREON ARE EXISTING.

WEST WILSON UTILITY DISTRICT NOTE:
THERE IS GRANTED HEREWITH A 20 FOOT WIDE WWUD EASEMENT CENTERED ON THE WATER LINES SHOWN HEREON THAT EXTENDS 10 FEET TO EACH SIDE OF THE LINES AS INSTALLED, AND SUBJECT TO NOTE 6 BELOW.

UTILITY NOTE:
THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-815-335-1987 OR 1-800-351-1111.










NOTES:
1. THE PURPOSE OF THIS PLAN IS TO CREATE NINE (9) LOTS, DEDICATE RIGHT OF WAY TO THE CITY OF MT. JULIET, AND ESTABLISH ACCESS AND UTILITY EASEMENTS.
2. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF A CATEGORY 1 SURVEY AS PER THE STANDARDS OF PRACTICE CHAPTER 0820.03.07 (OFFICIAL RULES) ADOPTED BY THE TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYORS.
3. UTILITIES SHOWN ARE TAKEN FROM FIELD MEASUREMENTS OF STRUCTURES SHOWN AS WELL AS FROM INFORMATION FURNISHED BY UTILITY OWNER REPRESENTATIVE.
4. ACCORDING TO A CSDG FLOOD STUDY, A PORTION OF THIS PROJECT LIES WITHIN IN A FLOOD ZONE AREA NOT RECOGNIZED BY FEMA.
5. WEST WILSON UTILITY DISTRICT (WWUD) EASEMENTS ARE EXCLUSIVE EXCEPT FOR PAD MOUNTED EQUIPMENT INSTALLATION, MAINTENANCE BY MEMC, TDS TELECOM, AND COMCAST. NO OTHER UTILITY PROVIDERS SHALL HAVE USE OF WWUD EASEMENTS WITHOUT THE PRIOR WRITTEN PERMISSION BY THE ACTING MANAGER OF THE WWUD.
6. ALL PUBLIC WATERLINES SHALL HAVE A 20' EASEMENT, 10' EACH SIDE FOR ALL CONSTRUCTED LINES. ALL WATERLINES SHOWN HEREON ARE PER THE CONSTRUCTION PLANS AND HAVE NOT BEEN FIELD VERIFIED. HOME BUILDER AND/OR DEVELOPER SHALL FIELD VERIFY ACTUAL INSTALLED WATERLINE LOCATION AND ADJUST EASEMENT ACCORDINGLY.
7. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN ALL IMPROVEMENTS AND LANDSCAPE BUFFERS ON PRIVATE PROPERTY.
8. FOR BOUNDARY SURVEYS OF THIS SURVEY, RTK GPS POSITIONAL DATA WAS OBSERVED ON/BETWEEN THE DATE(S) OF 9-14-22, UTILIZING A TOPCON DUAL FREQUENCY RECEIVER. THE BEARINGS SHOWN WERE DERIVED USING THE NAD 83 (2011) TENNESSEE ZONE 4100 AND REFERENCED TO NAD 83 (2011) TENNESSEE ZONE 4100.
9. UNLESS OTHERWISE INDICATED HEREON, THE AREAS LABELED AS "SEWER EASEMENT", "P.U.D.E." AND/OR "M.B.S.L." ARE HEREBY GRANTED BY THIS PLAN.

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N03°30'32"E	288.74	L26	S07°40'20"W	515.90
L2	N03°38'02"E	49.89	L27	S07°40'20"W	308.82
L3	N03°38'02"E	47.87	L28	S02°34'39"E	48.51
L4	N15°04'48"E	10.91	L29	S10°27'03"W	12.89
L5	N17°14'12"E	73.90	L30	N78°46'38"W	71.04
L6	N02°52'54"E	68.47	L31	N04°38'30"W	64.49
L7	N02°59'20"W	86.25	L32	N02°23'20"W	88.02
L8	N03°52'22"E	73.87	L33	S07°56'11"W	45.11
L9	N03°04'47"E	210.22	L34	N02°07'30"W	158.96
L10	N12°02'28"E	22.02	L35	N08°11'52"W	100.51
L11	N12°02'28"E	65.35	L36	N37°16'44"W	80.32
L12	N05°44'00"E	60.45	L37	N01°40'10"W	178.96
L13	S06°33'13"E	28.71	L38	N00°02'54"W	60.02
L14	S06°33'13"E	186.20	L39	N04°17'37"E	205.19
L15	S10°24'10"E	206.11	L40	N00°30'17"W	288.19
L16	S04°53'05"E	19.89	L41	N70°34'29"W	73.03
L17	S06°29'52"E	388.47	L42	N70°34'29"W	169.80
L18	S00°22'52"E	164.80	L43	N70°34'29"W	29.01
L19	S06°22'52"E	85.79	L44	N01°00'33"W	50.00
L20	S06°10'40"E	101.88	L45	N03°01'03"E	175.80
L21	S05°12'40"E	107.88	L46	N01°11'42"W	383.69
L22	S06°27'34"E	218.81	L47	N78°17'38"E	102.44
L23	S07°40'00"E	288.20	L48	N12°04'57"W	76.57
L24	S07°29'58"W	742.31	L49	N01°26'17"W	163.22
L25	S07°40'20"W	47.68	L50	N01°21'14"W	140.71

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L51	N03°07'12"W	115.14	L76	S07°01'28"E	37.76
L52	S03°07'12"E	115.14	L77	N05°03'47"E	60.32
L53	S07°31'14"E	140.71	L78	S04°16'04"E	33.64
L54	S07°30'17"E	163.22	L79	S11°30'00"W	76.14
L55	S12°43'01"E	3.89	L80	S02°42'14"W	75.89
L56	S06°49'59"E	341.62	L81	S03°02'20"W	48.70
L57	N02°46'59"E	100.90	L82	S12°00'38"W	119.87
L58	N01°51'15"E	306.07	L83	S18°30'38"E	58.80
L59	S06°08'49"E	118.01	L84	S02°50'10"E	52.30
L60	S01°51'15"W	118.01	L85	S08°42'00"E	34.84
L61	S01°51'15"W	258.72	L86	S03°00'44"W	81.80
L62	S07°19'17"E	263.20	L87	S14°00'00"W	41.30
L63	S07°29'58"W	742.31	L88	S12°27'12"W	83.84
L64	N08°49'55"W	280.00	L89	S01°46'01"E	88.11
L65	S09°01'03"W	88.97	L90	N00°04'00"E	153.81
L66	S05°14'51"E	17.90	L91	S01°10'05"W	122.14
L67	N78°51'02"E	348.01	L92	S01°10'05"W	43.80
L68	N01°51'15"E	86.70	L93	S05°25'00"E	410.86
L69	N78°31'40"E	28.05	L94	S78°23'42"W	63.62
L70	N78°31'40"E	688.01	L95	N01°01'03"W	162.34
L71	S07°16'20"E	680.10			
L72	S36°23'38"E	331.40			
L73	S77°40'03"E	87.87			
L74	S06°19'41"E	40.80			
L75	S06°39'13"E	35.01			

CURVE	DELTA	LENGTH	RADIUS	BEARING	CHORD LENGTH
C1	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C2	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C3	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C4	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C5	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C6	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C7	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C8	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C9	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C10	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C11	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C12	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C13	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C14	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C15	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C16	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C17	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C18	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C19	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C20	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C21	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C22	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C23	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C24	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C25	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C26	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C27	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C28	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C29	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C30	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C31	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C32	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C33	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C34	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C35	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C36	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C37	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C38	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C39	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C40	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C41	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C42	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C43	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C44	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C45	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C46	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C47	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C48	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C49	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C50	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C51	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C52	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C53	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C54	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C55	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C56	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C57	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C58	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C59	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C60	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C61	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C62	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C63	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C64	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C65	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C66	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C67	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C68	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C69	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C70	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C71	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C72	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C73	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C74	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C75	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C76	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C77	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C78	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C79	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C80	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C81	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C82	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C83	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C84	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C85	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C86	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C87	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C88	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C89	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C90	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C91	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C92	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C93	3°10'53"	30.06	1074.68	N00°13'54"W	88.03
C94	1°12'32"	13.85	275.00	N08°32'54"E	15.86
C95	0°10'24"	2.00	1074.68	N07°10'19"W	2.00
C96	0°06'48"	1.00	1074.68	N06°10'19"W	1.00
C97	0°01'51"	0.16	1074.68	N05°02'47"E	0.16
C98	1°12'32"	13.85	275.00	N07°30'19"W	15.86
C99	3°10'11"	50.14	1074.68	N01°06'00"W	89.14
C100	3°10'53"	30.06	1074.68	N00°13'54"W	88.03

LEGEND

	CATCH BASIN	I.R. (O) 	IRON ROD (OLD)		FIRE HYDRANT
		I.R. (N) 	IRON ROD (NEW)	 —SA—	SEWER LINE
(OO)	PARCEL NUMBER	----	PROPERTY LINE	 —OHE—	OVERHEAD ELECTRIC
	SAN. MANHOLE	—X—	FENCE LINE	 —W—	WATER LINE
				 —G—	GAS LINE

Golden Bear Central Business Improvement District ("CBID") Petition

Pursuant to Tennessee Code Annotated § 7-84-511, I hereby support the establishment of the Mt. Juliet Golden Bear CBID (the "District") and the imposition of a CBID assessment on my property. I have reviewed the Mt. Juliet Golden Bear CBID ordinance, attached hereto as Exhibit A, which describes the boundaries for the District, the proposed services, the proposed assessment rate, and the total estimated costs of the proposed improvements, and I request that the District be established pursuant to the Central Business Improvement District Act of 1990 and that its administration be governed by that Act, as well.

I understand the initial assessment rate will be \$0.50 cents on every \$100 dollars of assessed value of real property and that the proposed improvements, which will cost approximately \$100 million, include but are not limited to the construction and maintenance of roadways and any necessary appurtenances as well as funding other improvements within the District related to the construction and maintenance of water and sewer infrastructure and any appurtenances, and any other lawful uses permitted under the act.

The undersigned owns a majority of the property within the proposed District, representing not less than two-thirds of the assessed value of all of the real property proposed to be included in the District.

Dated: June 6, 2024

Golden Bear MJ, LLC, a Delaware limited liability company

By: GB Mt. Juliet I, LLC, a Delaware limited liability company, its Manager

By: Development Partners, LLC, a Tennessee limited liability company, its Sole Member

By: William A. Oldacre, Jr.
William A. Oldacre, Jr., Director



Mt. Juliet, Tennessee

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

Staff Report

File #: 0344
12.B.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 17.14 ACRES, PROPERTY KNOWN AS WHISPERING MEADOWS, LOCATED 0 RITTER DRIVE, MAP 076, PARCEL 021.02, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY



MEMORANDUM

Date: September 21, 2023

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Whispering Meadows
Annexation, Plan of Services,
Preliminary Master Development Plan, PUD

Map – 076 Parcel(s) – 021.02

Request: Submitted by CSDG, on behalf of their client the property owner George Wright, the applicant requests Annexation, Plan of Services, Rezone and Preliminary Master Development Plan approval for a 23-lot single family residential subdivision potentially located in District 3.

Description: The subject property is located west of the Kelsey Glen subdivision and is not currently in the City limits – annexation is requested also. The proposal includes a 23-lot residential subdivision and associated improvements via an extension of Ritter Drive out of Kelsey Glen. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Whispering Meadows	Medium Density Residential	N/A	R-1	RS-30 PUD

Future Land Use Plan: The City's Future Land Use Map identifies this area as Medium Density Residential. The request for RS-30 as a base zoning is supported by the plan, a Land Use Amendment is not requested.

Zoning: Current zoning is R-1. Requested zoning is RS-30 with a PUD overlay. Requested density is 1.34 units per acre (max density for RS-30 is 1.5 UPA)

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

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

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

Annexation: The subject property is located wholly within the City's Urban Growth Boundary and is contiguous with existing City limits.

Plan of Service: A plan of services is included.

Preliminary Master Development Plan

Bulk Regulations: The development area is 17.14 acres, on which 23 lots are proposed. The property is currently undeveloped and includes Lick Creek and its associated stream buffer as well as a cemetery in the northeast corner of the site. The density proposed is 1.34 units/acre and the anticipated population is 46 people. Max density in RS-30 is 1.5 UPA. The minimum lot size proposed is 10,000sf and the average is 15,000sf. Several bulk waivers are requested including reduced setbacks and increased lot coverage. These waivers are explained below.

Access: This subdivision is via an extension of Ritter Drive. The plans include the construction of a section of the western connector, along the east portion of the PUD. Road stubs for future development are provided via the western connector portion. Per the City's PW team, Ritter Drive is classified as an Access Lane, the maximum number of homes to be served by Access Lanes is 25 lots. The applicant has asked for a waiver to this regulation. The sidewalk network is complete with 5' wide sidewalks along both sides of the internal streets and 6' wide along the western connector section. Staff requests parking for the cemetery.

Amenities: Improved open space constitutes approximately 1.71 acres of the development site or 10% of PUD area. Amenities proposed include a playground area, earthen surface trail and a landscaped sitting area. Unimproved open space includes 7.14 acres or 34% of the PUD area. The walking trail primarily follows the route of the stream buffer.

5-104.4 Residential Design Guidelines/Elevations: The elevations show a product with 50/50 primary and secondary materials. Two car garages are separated via a column. A note provided indicates the driveways will be 22' from the back of the sidewalk. The interior area of the garages shall be compliant with regulations, provide evidence of this.

Waivers & Variances: The following are requested:

1. Each façade of the homes permitted up to 50% fiber cement siding. **Staff will support 11 homes to be 100% brick and/or stone, allowing 12 homes to be faced with 50% secondary material (hardie) as requested.**
2. Setbacks modified as follows: front 25' (35'), rear 20' (20'), side 10' (20'), corner 15' (15') **STAFF SUPPORTS**
3. Minimum lot width: 65' (100') **STAFF SUPPORTS**
4. Maximum lot coverage: 40% (18%) **STAFF SUPPORTS 35%**

5. Variance to exceed the number of homes permitted on an Access Lane (25 max).
PW DOES NOT SUPPORT without the completion of the Western Connector.

Other: The site includes a cemetery, the applicant has provided a detail of the fence proposed for this area and it is acceptable, decorative aluminum picket variety. Staff requests parking for the cemetery, to be located outside of the right of way. Corner lots are identified as critical façade lots, except lot 23. A landscape plan will be submitted and reviewed at FMDP/PP submittal. A covered mail kiosk with parking is provided.

Summary: The waivers/variances are subject to Commission approval. Staff's recommendations on these is in red above.

Recommendation: Planning staff recommends forwarding the Annexation, Rezone and Preliminary Master Development Plan to the Board of Commissioners with a positive recommendation, subject to the following conditions:

Planning and Zoning:

1. Identify the current future land use designation in the site data table.
2. Provide the interior dimensions of the garages, they shall be compliant with 5-104.
3. Provide parking at the cemetery, outside of the ROW.
4. Residential Design Guidelines shall be adhered to, with the exception of any waivers granted.
5. Add landscaping along both sides of the Western Connector, along with fencing.
6. Label lot 23 a critical façade.

Public Works:

1. Lots 5-10 can be in the floodplain if the finished floor elevation is 4' above the BFE. Adjust building envelope so that the building envelope to be out of the Special Flood Hazard Areas (SFHA) (100-year floodplain).
2. No stormwater detention shall be in the Special Flood Hazard Area (SFHA) deemed by FEMA.
3. Show appropriate stream buffer for Lick Creek.
4. If any fill is in the designated 100-year floodplain (SFHA), a CLOMR-F/LOMR-F along with cut/fill calculations (hydrology and hydraulic) shall be submitted to FEMA before land disturbance can begin on any home on lots 5–10.
5. No homes shall be served sewer via individual grinder pumps or onsite step or septic systems.
6. The alignment of the Western Connector shown is preliminary in nature and is subject to change. The final alignment is to be determined at the FMDP submittal and the construction plan submittal.
7. For the portions of the western connector that aren't being constructed on your property, designate additional easements outside of the right-of-way, so that when the road is extended in the future, the grades/slopes can be tied down outside of the ROW. Designate a 20-foot Construction Public Access and Slope Easement on each side of the ROW.

8. All bridges shall be designed for the 100-year, 24-hour storm event. The design flow shall consider runoff from the total tributary area and will require stream channel routing, as appropriate.
9. All construction related traffic shall access the site via John Wright Road and not through the Kelsey Glen subdivision.
10. The maximum number of residential dwellings that an access lane street can serve is 25. The site layout presented exceeds this amount. The developer shall request a variance from the Planning Commission if the number of proposed lots is not decreased.

WWUD:

1. Water lines shown are not WWUD's design.

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 17.14 ACRES, PROPERTY KNOWN AS WHISPERING MEADOWS, LOCATED 0 RITTER DRIVE, MAP 076, PARCEL 021.02, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of September 21, 2023, and forwarded a positive recommendation (Vote 6-0-0) for approval to the Board of Commissioners; and

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 17.14 acres, into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2023 as follows:

SECTION 1. – ANNEXATION. The property described herein below and as shown and further described on Exhibit B attached hereto, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet. It is further conditioned as described below:

1. Annexation approval is pending approval of the Whispering Meadows Preliminary Master Development Plan.

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (6-0-0) in a regular meeting to be held on September 21, 2023.

SECTION 3. – PUBLIC HEARING – The annexation was the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

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

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

PASSED:

James Maness, Mayor

FIRST READING: _____

SECOND READING: _____

ATTEST:

Sheila S. Luckett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney

Exhibit A

Land situated in the 3rd County Commission District of Wilson County, Tennessee, being land previously conveyed to George Wright and Donna Wright in Deed Book 268, Page 422, Deed Book 439, Page 226, and Deed Book 384, Page 410, all of record in the Register's Office for Wilson County, Tennessee (R.O.W.C.,TN), and is more particularly described as follows:

Commencing at a 1/2" capped rebar set along the easterly margin of John Wright Road, said rebar being the Northwestern corner of land conveyed to Andrew R. Underwood in Deed Book 1411, Page 1956, R.O.W.C.,TN and as shown in Plat Book 27, Page 300, R.O.W.C.,TN, thence leaving said margin and along the line of Wright, North 78 degrees, 33 minutes, 05 seconds East, a distance of 618.80 feet to the point of beginning of the herein described land;

Thence, leaving said line and along a severance line, North 11 degrees, 49 minutes, 53 seconds East, a distance of 205.69 feet to a 5/8" rebar found;

Thence along an old deed line, North 79 degrees, 26 minutes, 45 seconds West, a distance of 328.76 feet to a 5/8" rebar found, said rebar being the Southeasterly corner of land conveyed to John Aaron Wahlstrom, of record in Deed Book 1046, Page 537, R.O.W.C.,TN;

Thence along Wahlstrom for the following 4 calls: North 51 degrees, 04 minutes, 16 seconds West, a distance of 59.98 feet to a Y2" capped rebar set;

Thence, North 32 degrees, 48 minutes, 07 seconds West, a distance of 198.46 feet to a 1/2" rebar found with a broken cap;

Thence, North 31 degrees, 16 minutes, 12 seconds West, a distance of 299.51 feet to a 'A" rebar found with a cap;

Thence, North 08 degrees, 37 minutes, 05 seconds West, a distance of 211.02 feet to a 1/2" rebar found with a cap, said rebar being along the Southerly line of land conveyed to Larry L. Kent in Deed Book 425, Page 615, R.O.W.C.,TN;

Thence along the line of Kent, South 81 degrees, 48 minutes, 37 seconds East, a distance of 201.88 feet to a fence post;

Thence, South 82 degrees, 22 minutes, 06 seconds East, a distance of 519.88 feet to a fence post;

Thence, South 39 degrees, 44 minutes, 03 seconds East, a distance of 18.43 feet to a fence post;
Thence, South 02 degrees, 08 minutes, 15 seconds East, a distance of 90.06 feet to a fence post; Thence, South 81 degrees, 19 minutes, 35 seconds East, a distance of 134.30 feet to the Southwesterly corner of Lot 386 of Kelsey Glen Phase 3 Section 1, of record in Plat Book 28, Page 793, R.O.W.C.,TN;

Thence along the plat line, South 80 degrees, 43 minutes, 42 seconds East, a distance of 433.53 feet to a concrete monument found;

Thence along the lines of Kelsey Glen Phase 5A, 5B and 7, of record in Plat Book 29, Page 688, Plat Book 29, Page 913 and Plat Book 30, Page 88, R.O.W.C.,TN, South 05 degrees, 41 minutes, 13 seconds West, a distance of 534.72 feet to a CCPC capped rebar found;

Thence continuing along Kelsey Glen Phase 7, North 80 degrees, 45 minutes, 02 seconds West, a distance of 306.89 feet to a Delta and Associates capped rebar found;

Thence South 08 degrees, 06 minutes, 03 seconds West, a distance of 96.20 feet to 'A" capped rebar set along the northerly line of Plat Book 27, Page 300, R.O.W.C.,TN, Thence along said line, South 78 degrees, 33 minutes, 05 seconds West, a distance of 305.22 feet to the point of beginning of the herein described land, containing 712,693.745 square feet or 16.36 acres of land.

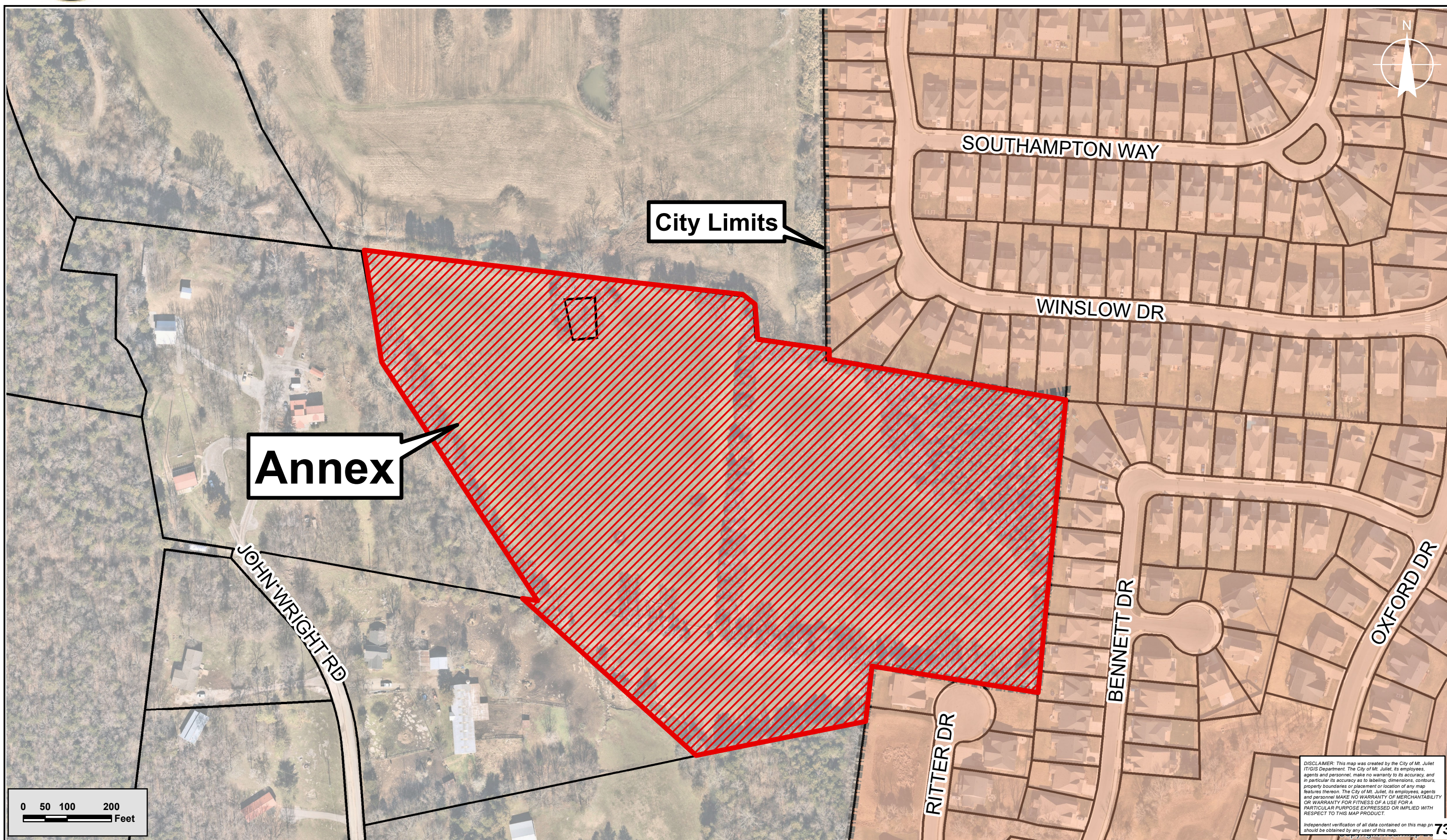
This description was prepared by Christopher Lyle Goetz, Tennessee Registered Land Surveyor number 2660 on May 18th, 2023 under Gresham Smith Project Number 46404.00.

Being all or a portion of the property conveyed to George H. Wright and Donna T. Wright by Deeds in Book 268, Page 422; Deed Book 384, Page 410; and Deed Book 439, Page 226, all in the Register's Office for Wilson County, Tennessee. See also Quitclaim Deed in Book 1454, Page 748, said Register's Office.



Exhibit B - Annex

Whispering Meadows Map 076, p/o Parcel 021.02



Sheila Luckett

From: Jennifer Hamblen
Sent: Monday, November 6, 2023 11:53 AM
To: Ryan Lovelace
Cc: Sheila Luckett
Subject: RE: Whispering Meadows

Thanks.



Jennifer Hamblen

Director of Development Services
Deputy City Recorder
City of Mt. Juliet, TN

Phone : 615-773-6283
Direct: 615-773-6237

2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
www.mtjuliet-tn.gov

Legistar

*# 0345
0344*

12/31/24

*moved to ↑
~~12/31/22~~
Indefinite
Deferral*

From: Ryan Lovelace <RyanL@csdgt.com>
Sent: Monday, November 6, 2023 11:51 AM
To: Jennifer Hamblen <jhamblen@mtjuliet-tn.gov>
Cc: Sheila Luckett <sluckett@mtjuliet-tn.gov>
Subject: RE: Whispering Meadows

We respectfully request an indefinite deferral from the BOC. We are working on different options right now but we don't have it all figured out yet. Thanks for asking!

Ryan E. Lovelace, PE

Principal



CSDG

Planning | Engineering | Landscape Architecture

2305 Kline Avenue, Suite 300

Nashville, Tennessee 37211

615.248.9999 office

615.545.9612 mobile

RyanL@csdgt.com

www.csdgt.com

From: Jennifer Hamblen <jhamblen@mtjuliet-tn.gov>
Sent: Monday, November 6, 2023 11:25 AM
To: Ryan Lovelace <RyanL@csdgtn.com>
Cc: Sheila Luckett <sluckett@mtjuliet-tn.gov>
Subject: Whispering Meadows

Hello, do you want this project placed on the 11/13 BOC agenda or do you need to request a deferral?

Thanks,



Jennifer Hamblen

Director of Development Services
Deputy City Recorder
City of Mt. Juliet, TN

Phone : 615-773-6283
Direct: 615-773-6237

2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
www.mtjuliet-tn.gov



Mt. Juliet, Tennessee

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

Staff Report

File #: 0345
12.C.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE TO REZONE APPROXIMATELY 17.14 ACRES OF PROPERTY AT 0 RITTER DRIVE, MAP 076, PARCEL 021.02 FROM WILSON COUNTY R-1 TO RS-30 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR WHISPERING MEADOWS



MEMORANDUM

Date: September 21, 2023

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Whispering Meadows
Annexation, Plan of Services,
Preliminary Master Development Plan, PUD

Map – 076 Parcel(s) – 021.02

Request: Submitted by CSDG, on behalf of their client the property owner George Wright, the applicant requests Annexation, Plan of Services, Rezone and Preliminary Master Development Plan approval for a 23-lot single family residential subdivision potentially located in District 3.

Description: The subject property is located west of the Kelsey Glen subdivision and is not currently in the City limits – annexation is requested also. The proposal includes a 23-lot residential subdivision and associated improvements via an extension of Ritter Drive out of Kelsey Glen. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Whispering Meadows	Medium Density Residential	N/A	R-1	RS-30 PUD

Future Land Use Plan: The City's Future Land Use Map identifies this area as Medium Density Residential. The request for RS-30 as a base zoning is supported by the plan, a Land Use Amendment is not requested.

Zoning: Current zoning is R-1. Requested zoning is RS-30 with a PUD overlay. Requested density is 1.34 units per acre (max density for RS-30 is 1.5 UPA)

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

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

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

Annexation: The subject property is located wholly within the City's Urban Growth Boundary and is contiguous with existing City limits.

Plan of Service: A plan of services is included.

Preliminary Master Development Plan

Bulk Regulations: The development area is 17.14 acres, on which 23 lots are proposed. The property is currently undeveloped and includes Lick Creek and its associated stream buffer as well as a cemetery in the northeast corner of the site. The density proposed is 1.34 units/acre and the anticipated population is 46 people. Max density in RS-30 is 1.5 UPA. The minimum lot size proposed is 10,00sf and the average is 15,000sf. Several bulk waivers are requested including reduced setbacks and increased lot coverage. These waivers are explained below.

Access: This subdivision is via an extension of Ritter Drive. The plans include the construction of a section of the western connector, along the east portion of the PUD. Road stubs for future development are provided via the western connector portion. Per the City's PW team, Ritter Drive is classified as an Access Lane, the maximum number of homes to be served by Access Lanes is 25 lots. The applicant has asked for a waiver to this regulation. The sidewalk network is complete with 5' wide sidewalks along both sides of the internal streets and 6' wide along the western connector section. Staff requests parking for the cemetery.

Amenities: Improved open space constitutes approximately 1.71 acres of the development site or 10% of PUD area. Amenities proposed include a playground area, earthen surface trail and a landscaped sitting area. Unimproved open space includes 7.14 acres or 34% of the PUD area. The walking trail primarily follows the route of the stream buffer.

5-104.4 Residential Design Guidelines/Elevations: The elevations show a product with 50/50 primary and secondary materials. Two car garages are separated via a column. A note provided indicates the driveways will be 22' from the back of the sidewalk. The interior area of the garages shall be compliant with regulations, provide evidence of this.

Waivers & Variances: The following are requested:

1. Each façade of the homes permitted up to 50% fiber cement siding. **Staff will support 11 homes to be 100% brick and/or stone, allowing 12 homes to be faced with 50% secondary material (hardie) as requested.**
2. Setbacks modified as follows: front 25' (35'), rear 20' (20'), side 10' (20'), corner 15' (15') **STAFF SUPPORTS**
3. Minimum lot width: 65' (100') **STAFF SUPPORTS**
4. Maximum lot coverage: 40% (18%) **STAFF SUPPORTS 35%**

5. Variance to exceed the number of homes permitted on an Access Lane (25 max).
PW DOES NOT SUPPORT without the completion of the Western Connector.

Other: The site includes a cemetery, the applicant has provided a detail of the fence proposed for this area and it is acceptable, decorative aluminum picket variety. Staff requests parking for the cemetery, to be located outside of the right of way. Corner lots are identified as critical façade lots, except lot 23. A landscape plan will be submitted and reviewed at FMDP/PP submittal. A covered mail kiosk with parking is provided.

Summary: The waivers/variances are subject to Commission approval. Staff's recommendations on these is in red above.

Recommendation: Planning staff recommends forwarding the Annexation, Rezone and Preliminary Master Development Plan to the Board of Commissioners with a positive recommendation, subject to the following conditions:

Planning and Zoning:

1. Identify the current future land use designation in the site data table.
2. Provide the interior dimensions of the garages, they shall be compliant with 5-104.
3. Provide parking at the cemetery, outside of the ROW.
4. Residential Design Guidelines shall be adhered to, with the exception of any waivers granted.
5. Add landscaping along both sides of the Western Connector, along with fencing.
6. Label lot 23 a critical façade.

Public Works:

1. Lots 5-10 can be in the floodplain if the finished floor elevation is 4' above the BFE. Adjust building envelope so that the building envelope to be out of the Special Flood Hazard Areas (SFHA) (100-year floodplain).
2. No stormwater detention shall be in the Special Flood Hazard Area (SFHA) deemed by FEMA.
3. Show appropriate stream buffer for Lick Creek.
4. If any fill is in the designated 100-year floodplain (SFHA), a CLOMR-F/LOMR-F along with cut/fill calculations (hydrology and hydraulic) shall be submitted to FEMA before land disturbance can begin on any home on lots 5–10.
5. No homes shall be served sewer via individual grinder pumps or onsite step or septic systems.
6. The alignment of the Western Connector shown is preliminary in nature and is subject to change. The final alignment is to be determined at the FMDP submittal and the construction plan submittal.
7. For the portions of the western connector that aren't being constructed on your property, designate additional easements outside of the right-of-way, so that when the road is extended in the future, the grades/slopes can be tied down outside of the ROW. Designate a 20-foot Construction Public Access and Slope Easement on each side of the ROW.

8. All bridges shall be designed for the 100-year, 24-hour storm event. The design flow shall consider runoff from the total tributary area and will require stream channel routing, as appropriate.
9. All construction related traffic shall access the site via John Wright Road and not through the Kelsey Glen subdivision.
10. The maximum number of residential dwellings that an access lane street can serve is 25. The site layout presented exceeds this amount. The developer shall request a variance from the Planning Commission if the number of proposed lots is not decreased.

WWUD:

1. Water lines shown are not WWUD's design.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 17.14 ACRES OF PROPERTY AT 0 RITTER DRIVE, MAP 076, PARCEL 021.02 FROM WILSON COUNTY R-1 TO RS-30 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR WHISPERING MEADOWS

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

WHEREAS, the Regional Planning Commission considered this request during their meeting of September 21, 2023, and forwarded a negative recommendation for approval to the Board of Commissioners by a vote of (5-1-0) and;

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____ 2023 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property at 0 Ritter Drive, Map 076, Parcel 021.02, approximately 17.14 acres, from Wilson County R-1 to RS-30 PUD and adopt the Preliminary Master Development Plan for the Whispering Meadows.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2023 as follows:

SECTION 1. – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning those certain parcels of real property at 0 Ritter Drive, Map 076, Parcel 021.02, approximately 17.4 acres from Wilson County R-1 to RS-30 PUD.

LEGAL DESCRIPTION – See Exhibit A (attached)

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

Planning and Zoning:

1. Identify the current future land use designation in the site data table.
2. Provide the interior dimensions of the garages, they shall be compliant with 5-104.
3. Provide parking at the cemetery, outside of the ROW.
4. Residential Design Guidelines shall be adhered to, with the exception of any waivers granted.
5. Add landscaping along both sides of the Western Connector, along with fencing.
6. Label lot 23 a critical façade.

Public Works:

1. Lots 5-10 can be in the floodplain if the finished floor elevation is 4' above the BFE. Adjust building envelope so that the building envelope to be out of the Special Flood Hazard Areas (SFHA) (100-year floodplain).
2. No stormwater detention shall be in the Special Flood Hazard Area (SFHA) deemed by FEMA.
3. Show appropriate stream buffer for Lick Creek.
4. If any fill is in the designated 100-year floodplain (SFHA), a CLOMR-F/LOMR-F along with cut/fill calculations (hydrology and hydraulic) shall be submitted to FEMA before land disturbance can begin on any home on lots 5–10.
5. No homes shall be served sewer via individual grinder pumps or onsite step or septic systems.
6. The alignment of the Western Connector shown is preliminary in nature and is subject to change. The final alignment is to be determined at the FMDP submittal and the construction plan submittal.
7. For the portions of the western connector that aren't being constructed on your property, designate additional easements outside of the right-of-way, so that when the road is extended in the future, the grades/slopes can be tied down outside of the ROW. Designate a 20-foot Construction Public Access and Slope Easement on each side of the ROW.
8. All bridges shall be designed for the 100-year, 24-hour storm event. The design flow shall consider runoff from the total tributary area and will require stream channel routing, as appropriate.
9. All construction related traffic shall access the site via John Wright Road and not through the Kelsey Glen subdivision.
10. The maximum number of residential dwellings that an access lane street can serve is 25. The site layout presented exceeds this amount. The developer shall request a variance from the Planning Commission if the number of proposed lots is not decreased.

WWUD:

1. Water lines shown are not WWUD's design.

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

BE IT FURTHER ORDAINED

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

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

PASSED:

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney

Exhibit A

Land situated in the 3rd County Commission District of Wilson County, Tennessee, being land previously conveyed to George Wright and Donna Wright in Deed Book 268, Page 422, Deed Book 439, Page 226, and Deed Book 384, Page 410, all of record in the Register's Office for Wilson County, Tennessee (R.O.W.C.,TN), and is more particularly described as follows:

Commencing at a 1/2" capped rebar set along the easterly margin of John Wright Road, said rebar being the Northwestern corner of land conveyed to Andrew R. Underwood in Deed Book 1411, Page 1956, R.O.W.C.,TN and as shown in Plat Book 27, Page 300, R.O.W.C.,TN, thence leaving said margin and along the line of Wright, North 78 degrees, 33 minutes, 05 seconds East, a distance of 618.80 feet to the point of beginning of the herein described land;

Thence, leaving said line and along a severance line, North 11 degrees, 49 minutes, 53 seconds East, a distance of 205.69 feet to a 5/8" rebar found;

Thence along an old deed line, North 79 degrees, 26 minutes, 45 seconds West, a distance of 328.76 feet to a 5/8" rebar found, said rebar being the Southeasterly corner of land conveyed to John Aaron Wahlstrom, of record in Deed Book 1046, Page 537, R.O.W.C.,TN;

Thence along Wahlstrom for the following 4 calls: North 51 degrees, 04 minutes, 16 seconds West, a distance of 59.98 feet to a Y2" capped rebar set;

Thence, North 32 degrees, 48 minutes, 07 seconds West, a distance of 198.46 feet to a 1/2" rebar found with a broken cap;

Thence, North 31 degrees, 16 minutes, 12 seconds West, a distance of 299.51 feet to a 'A" rebar found with a cap;

Thence, North 08 degrees, 37 minutes, 05 seconds West, a distance of 211.02 feet to a 1/2" rebar found with a cap, said rebar being along the Southerly line of land conveyed to Larry L. Kent in Deed Book 425, Page 615, R.O.W.C.,TN;

Thence along the line of Kent, South 81 degrees, 48 minutes, 37 seconds East, a distance of 201.88 feet to a fence post;

Thence, South 82 degrees, 22 minutes, 06 seconds East, a distance of 519.88 feet to a fence post;

Thence, South 39 degrees, 44 minutes, 03 seconds East, a distance of 18.43 feet to a fence post;
Thence, South 02 degrees, 08 minutes, 15 seconds East, a distance of 90.06 feet to a fence post; Thence, South 81 degrees, 19 minutes, 35 seconds East, a distance of 134.30 feet to the Southwesterly corner of Lot 386 of Kelsey Glen Phase 3 Section 1, of record in Plat Book 28, Page 793, R.O.W.C.,TN;

Thence along the plat line, South 80 degrees, 43 minutes, 42 seconds East, a distance of 433.53 feet to a concrete monument found;

Thence along the lines of Kelsey Glen Phase 5A, 5B and 7, of record in Plat Book 29, Page 688, Plat Book 29, Page 913 and Plat Book 30, Page 88, R.O.W.C.,TN, South 05 degrees, 41 minutes, 13 seconds West, a distance of 534.72 feet to a CCPC capped rebar found;

Thence continuing along Kelsey Glen Phase 7, North 80 degrees, 45 minutes, 02 seconds West, a distance of 306.89 feet to a Delta and Associates capped rebar found;

Thence South 08 degrees, 06 minutes, 03 seconds West, a distance of 96.20 feet to 'A" capped rebar set along the northerly line of Plat Book 27, Page 300, R.O.W.C.,TN, Thence along said line, South 78 degrees, 33 minutes, 05 seconds West, a distance of 305.22 feet to the point of beginning of the herein described land, containing 712,693.745 square feet or 16.36 acres of land.

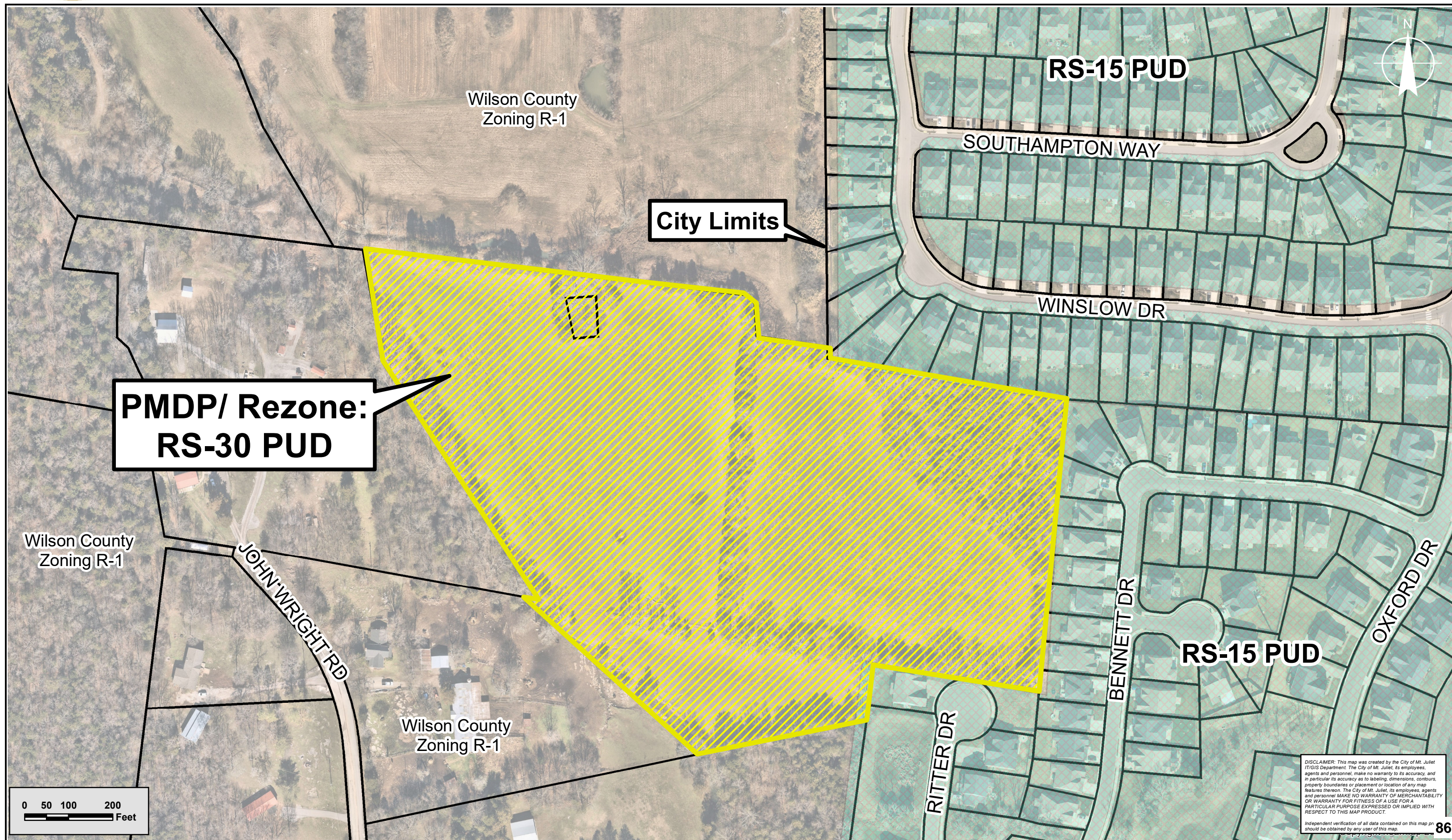
This description was prepared by Christopher Lyle Goetz, Tennessee Registered Land Surveyor number 2660 on May 18th, 2023 under Gresham Smith Project Number 46404.00.

Being all or a portion of the property conveyed to George H. Wright and Donna T. Wright by Deeds in Book 268, Page 422; Deed Book 384, Page 410; and Deed Book 439, Page 226, all in the Register's Office for Wilson County, Tennessee. See also Quitclaim Deed in Book 1454, Page 748, said Register's Office.



Exhibit B - PMDP/Rezone

**Whispering Meadows
Map 076, p/o Parcel 021.02**



Sheila Luckett

From: Jennifer Hamblen
Sent: Monday, November 6, 2023 11:53 AM
To: Ryan Lovelace
Cc: Sheila Luckett
Subject: RE: Whispering Meadows

Thanks.



Jennifer Hamblen

Director of Development Services
Deputy City Recorder
City of Mt. Juliet, TN

Phone : 615-773-6283
Direct: 615-773-6237

2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
www.mtjuliet-tn.gov

Legistar

0345

0344

12/31/24

moved to ↑

*~~12/31/22~~
Indefinite
Deferral*

From: Ryan Lovelace <RyanL@csdgt.com>
Sent: Monday, November 6, 2023 11:51 AM
To: Jennifer Hamblen <jhamblen@mtjuliet-tn.gov>
Cc: Sheila Luckett <sluckett@mtjuliet-tn.gov>
Subject: RE: Whispering Meadows

We respectfully request an indefinite deferral from the BOC. We are working on different options right now but we don't have it all figured out yet. Thanks for asking!

Ryan E. Lovelace, PE

Principal



CSDG

Planning | Engineering | Landscape Architecture

2305 Kline Avenue, Suite 300

Nashville, Tennessee 37211

615.248.9999 office

615.545.9612 mobile

RyanL@csdgt.com

www.csdgt.com

From: Jennifer Hamblen <jhamblen@mtjuliet-tn.gov>
Sent: Monday, November 6, 2023 11:25 AM
To: Ryan Lovelace <RyanL@csdgtn.com>
Cc: Sheila Luckett <sluckett@mtjuliet-tn.gov>
Subject: Whispering Meadows

Hello, do you want this project placed on the 11/13 BOC agenda or do you need to request a deferral?

Thanks,



Jennifer Hamblen

Director of Development Services
Deputy City Recorder
City of Mt. Juliet, TN

Phone : 615-773-6283
Direct: 615-773-6237

2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
www.mtjuliet-tn.gov



Mt. Juliet, Tennessee

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

Staff Report

File #: 0666
12.D.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 77.76 ACRES, PROPERTY KNOWN AS YORKSHIRE ESTATES, LOCATED 1000 YORK ROAD, MAP 049, PARCEL 071.01, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

Exhibit A

YORKSHIRE ESTATES BOUNDARY DESCRIPTION

01st Civil District - Wilson County, Tennessee

Map 49 Parcel 071.01

Registered in Deed Book 2278 Page 1167

Land in the 01st Civil District of Wilson County, Tennessee lying on the northern side of York Road being more particularly described as follows:

BEGINNING at an iron rod (old) on the south-eastern corner of the property, said iron rod (old) being a shared boundary with City of Mt. Juliet, recorded in deed book 424, page 869; Thence, commencing from said iron rod (old) along the shared property boundary North 82°13'52" West 431.78 feet to an iron rod (old) at a 10" cedar; Thence, continuing along the shared boundary with Mt. Juliet, North 76°57'36" West 664.96 feet to an iron rod (old) at a post; Thence, North 76°51'41" West 763.24 feet to an iron rod (old) at a post; Thence, North 76°49'47" West 513.18 feet to an iron rod (new) at a post; Thence, South 89°02'14" West 552.49 feet to an iron rod (new) at a post; Thence, South 89°37'55" West 220.19 feet to an iron rod (new); Thence, North 57°37'25" West 66.30 feet to an iron rod (new); Thence, leaving from the shared boundary with Mt. Juliet North 60°12'59" West 340.00 feet to an iron rod (old) at a metal post; Thence commencing along the shared boundary with Howell & Howell, recorded in deed book 1051, page 2369, North 06°45'25" East 560.29 feet to an iron rod (new) at a post; Thence, continuing along the shared boundary with Howell & Howell, North 05°57'56" East 260.20 feet to an iron rod (new) at a planted stone; Thence, South 84°22'59" East 177.74 feet to an iron rod (new) at a triple hackberry; Thence, South 85°14'27" East 232.46 feet to an iron rod (new) at an 8" cedar; Thence, South 82°29'03" East 251.90 feet to an iron rod (new) to a 14" cedar; Thence, South 80° 55'50" East 505.15 feet to an iron rod (new) at a 14" cedar; Thence, South 82° 07'52" East 327.40 feet to an iron rod (new) at a 8" cedar; Thence, South 81°32'33" East 407.63 feet to an iron rod (new) at a stump; Thence, South 79°34'41" East 319.29 feet to an iron rod (new) at a 14" cedar; Thence, South 82°51'40" East 335.21 feet to an iron rod (new) at a 12" hackberry; Thence, South 83°21'59" East 240.01 feet to an iron rod (new) at a 12" hackberry; Thence, South 83°47'05" East 244.77 feet to an iron rod (new) at a large cedar snag; Thence, leaving the shared boundary with Howell & Howell, South 89°37'23" East 177.09 feet to an iron rod (old) at a post; Thence, commencing along the shared property with Richard Van Kluyve, recorded in deed book 1853, page 1366, South 83°11'45" East 583.23 feet to an iron rod (old) at a post and leaving the shared boundary with Richard Van Kluyve; Thence, commencing along the shared boundary with Nicholas R. Cunningham, recorded in deed book 1398, page 1195, South 06°35'09" West 453.25 feet to an iron rod (old) leaving the shared boundary with Nicholas R. Cunningham; Thence, commencing along the shared boundary with M&M Farms, LLC, recorded in deed book 1381, page 893, North 84°29'08" West 537.45 feet to an iron rod (new) at a cedar snag; Thence, continuing along the shared boundary with M&M Farms, LLC, South 09°06'18" 86.75 feet to an iron rod (new); Thence, South 08°02'07" West 118.73 feet to an iron rod (new) at a post; Thence, South 01°00'22" West 12.21 feet to an iron rod (new) at a post; Thence, leaving the shared boundary with M&M Farms, LLC,

South 31°05'35" West 30.20 feet to an iron rod (old) crossing the existing road right-of-way; Thence, commencing along the right-of-way, South 48°52'21" East 107.32 feet to an iron rod (old); Thence, South 25°10'03" East 218.94 feet to a point on rock; Thence, South 17°37'16" East 129.52 feet to the BEGINNING

Containing an area of 77.76± Acres or 3,387,225.6± square feet±.

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 77.76 ACRES, PROPERTY KNOWN AS YORKSHIRE ESTATES, LOCATED 1000 YORK ROAD, MAP 049, PARCEL 071.01, AND LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of May 16, 2024, and forwarded a positive recommendation (Vote 7-1-0) for approval to the Board of Commissioners; and

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 77.76 acres, into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2023 as follows:

SECTION 1. – ANNEXATION. The property described herein below and as shown and further described on Exhibit B attached hereto, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

1. Should the associated preliminary master development plan planned unit development fail at the Board of Commissioners the annexation/ plan of services shall revert.

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (7-1-0) in a regular meeting to be held on May 16, 2024.

SECTION 3. – PUBLIC HEARING – The annexation was the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

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

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

PASSED:

James Maness, Mayor

FIRST READING: _____

SECOND READING: _____

ATTEST:

Sheila S. Luckett, MMC
City Recorder

Kenny Martin, City Manager

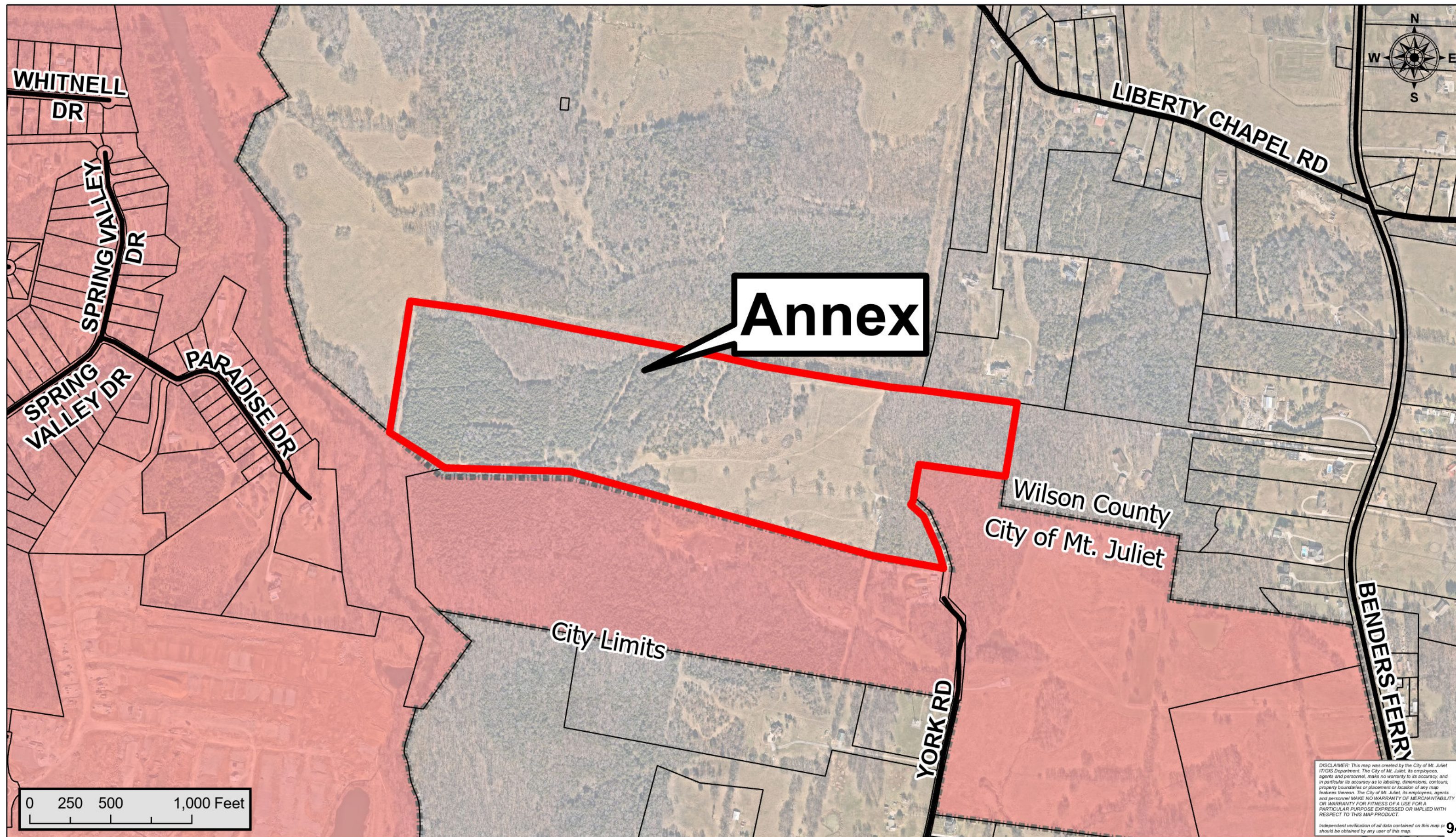
APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Exhibit B - Annex

1000 York Road
Map 049, Parcel 071.01





Mt. Juliet, Tennessee

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

Staff Report

File #: 0667
12.E.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE TO REZONE APPROXIMATELY 77.76 ACRES OF PROPERTY AT 1000 YORK ROAD, MAP 049, PARCEL 071.01 FROM WILSON COUNTY R-1 TO RS-40 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR YORKSHIRE ESTATES



MEMORANDUM

Date: May 16, 2024

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner 1

Re: Yorkshire Estates
Annexation, Plan of Services &
Preliminary Master Development Plan PUD
Map - 049
Parcel(s) – 071.01

Request: CSDG, on behalf of their client, Modern Family, LLC., is seeking an Annexation, Plan of Services, Rezone and a Preliminary Master Development PUD approval for the Yorkshire Estates subdivision. The proposed site is located at 1000 York Road. This is in District 1, which is represented by Commissioner Ray Justice.

Overview: The subject property consists of approximately 77.86 acres, at the North end of York Road. The subject property is currently residing in Wilson County and is zoned R-1. The zoning requested for the entire site is RS-20, medium density single family residential. The proposed density is 1.03 units per acre and a total unit count at buildout is 80 lots. The City's land use plan currently identifies the property as Medium Density Residential and the Future land use plan aligns with Medium Density Residential RS-20, so therefore no land use amendment is required. A summary of the request is provided below:

<i>REQUEST</i>	<i>Land Use Map</i>	<i>Requested Classification</i>	<i>Current Zoning</i>	<i>Requested Zoning</i>
<i>PMDP-PUD, Rezone, Annexation & POS</i>	<i>Medium Density Residential</i>	<i>N/A</i>	<i>Wilson County R-1</i>	<i>RS-20, Single Family Residential PUD</i>

Future Land Use: There is no change required as the current land use is Medium Density Residential.

Zoning: The zoning is R-1 in Wilson County. The applicant is seeking RS-20 PUD, medium density single family residential, for the entire site.

Urban Growth Boundary: The subject property is within the City's Urban Growth Boundary.

Plan of Services: A Plan of Services is included for review.

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

1. *Is in agreement with the general plan for the area, and;*
2. *Does not contravene the legal purposes for which zoning exists, and;*
3. *Will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and;*
4. *Is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and;*
5. *Is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and;*
6. *Allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Preliminary Master Development Plan:

Overview: The property is 77.86 acres on the Northern most end of York Road and sits adjacent to the City's Firing range. A tributary also runs across the Northern and Western ends of the property. The site is heavily wooded and is currently used as an agricultural site.

The submittal does not include a detailed development timeline but is intended to be built out in two phases, over the course of approximately five years with the first phase including the Eastern half of the property and including 46 lots. The second phase will include the remaining 34 lots.

Bulk Standards: The total number of residential units is 80. The overall residential density is 1.03 units per acre. The estimated population at buildout is 200 people. The lots have a minimum lot width at the R.O.W of 100' and 35' on cul-de-sac lots. The minimum lot size proposed for this development is 10,000 sq ft with an average of 15,000 sq. ft.

Proposed setbacks are as follows:

Front 25'
Corner 15'
Side 10'
Rear 20'

Other details pertaining to the bulk regulations will be revealed at the FMDP submittal. Several waivers are identified below in the waivers section. These include requesting relief from Article v, section 5.104, for the 100% brick and/or stone requirement to include a reduction to 50% primary masonry and the remaining 50% being a combination of masonry and secondary materials to include cement board products. They are also asking for a variance from Article V, section 5.103a to reduce the front setback from 30' to 25' and the side setbacks from 20' to 10'. The applicant has also included variance requests to allow front entry garages on access streets, and side entry garages on collector roadways.

Open Space/Amenities: 8.18 acres of improved open space are identified (10.51%). The scope of the open space improvements include a pavilion, playground, disc golf and walking trail. The mail kiosk shall not count towards an amenity area. All detention ponds will be wet ponds with lighted fountains.

Pedestrian/Vehicle Connections: One access point, is proposed on York Road with a road stub being provided off the access lane on the Northwestern corner of the development to accommodate future connection when needed. The sidewalk network is shown throughout the development and fronting York Road, as well as a multi-use walking trail. Pedestrian connectivity to the trail system from the sidewalk network is shown at several locations. Parking details will be provided at FMDP plan review.

The applicant proposes improvements to York Road on the section that fronts the development on both the Eastern and Western portions of York Road. Other recommendations on infrastructure improvements are included in Public Works Comments as shown below.

Residential Design Regulations, 5-104.4: As this is a Preliminary Master Development Plan, elevations will be reviewed at the FMDP submittal. This PMDP includes renderings of the proposed structures. Variances from the residential design guidelines are being requested as part of this PMDP and shown below:

The single family homes will all have two car garages, and the driveways are all shown at a minimum of 22' in length with garages inset a minimum of 10' from the front porch for front facing garages.

Landscaping: The site will require landscape buffers. Notes provided indicate any landscape be within R.O.W, P.U.D.E, all open spaces and buffers will be maintained and the responsibility of the HOA. A full landscape plan will be required at FMDP/Preliminary plat submittal and reviewed for code compliance at that time. We also will request a tree preservation and planting plan at that time as well.

Variances/Waivers: The following waivers have been requested.

1. 5-104.4, Elevation materials – 50% brick and/or stone with the remaining 50% being a mix of masonry and cement board siding.
STAFF SUPPORTS *The conceptual architectural imagery proposed has a good mix of products, however, some proposed elevations show less than 50% masonry. The applicant will need to have a more accurate representation of the elevations at FMDP submittal.*
2. 5.103a, Setbacks – Required at 30' front, 20' rear, 20' sides and 15' corner with the request for 25' front, and 10' sides. **STAFF SUPPORTS** *(due to proposed lot sizes)*
3. 5.103a, Maximum lot coverage – Required at 25%, request is for 40%. **STAFF SUPPORTS** *(due to proposed lot and home sizes)*
4. 4-103: Roadway speeds – All roads to be designed and posted at 25 mph. **STAFF SUPPORTS**
5. 5-104.4: Access Streets and lots allowed to have front entry garages. **STAFF DOES NOT SUPPORT**
6. 5-104.4: Collector Road Lots allowed to have side entry garages. **STAFF SUPPORTS**

7. 4-102.104: Request to Disturb slopes that are greater than 20% within lots in cut conditions only. No fill will be allowed in this condition. These lots will be noted as critical lots.
- STAFF SUPPORTS**

Summary: This development will add 80 residential units (200 people) to York Road, which is under the jurisdiction of the Wilson County Road Commission. No off-site improvements have been noted at this time. The current and future land use support the proposed use. The waivers and variances listed above are subject to Planning Commission and Board of Commissioners approval.

Recommendation: Should the Planning Commission make a positive recommendation to the Board of Commissioners for the Annexation, Plan of Services, Rezone and Preliminary Master Development Plan for Yorkshire Estates on York Road, please include the following conditions as part of that recommendation:

Planning and Zoning:

1. Show an estimated development timeline by phase on the plans.
2. All requirements of the City's Subdivision regulations shall be adhered to, excepting any waivers approved by the Planning Commission.
3. All requirements of 5-104, single family residential guidelines, shall be adhered to and shall include the garage area with appropriate free and clear space and garage bays separated via a masonry column with two separate carriage style garage doors. Provide evidence of how these regulations are met.
4. Mail kiosks shall be covered and well lit.
5. Decorative low maintenance fencing required should it be used.
6. Brick shall be clay, baked and individually laid.
7. Stone shall be individually laid.
8. Provide street light typical at Final Master Development Plan submittal.
9. All floodplain policies shall be adhered to.
10. Explain the plan for Lot 80 since it was noted there are no plans to include future R.O.W access on this lot. This is incongruent with the plans approved for the Benders Ferry subdivision.
11. Add an additional Pavilion alongside the playground in Phase 1.
12. Each amenity area shall be completed upon completion of its respective phase.
13. Provide farm style fencing along the Residential collector/York Road property line to enhance streetscape. Fencing shall be of a low maintenance material.
14. Clearly label all amenities.
15. Label walking trail width.
16. Correct the total acreage in overall project area summary.
17. For all wet ponds, please include lighted fountains.
18. Provide how future homeowners will be notified of the firing range located to the immediate South of the property.
19. Blasting Restrictions, all blasting shall be reduced from 2 inches per second to 1 inch per second, reducing the charge by 50% from the state maximum. Certified letters shall be sent out to all property owners within 500 ft of the development's property line informing those

residences they are entitled to pre and post blasting inspections. The blasting monitor shall hold a contract with the general contractor and not the blasting company.

20. Extend the type A-3 Landscape buffer along the entire Southern perimeter and extend the type A-1 landscape buffer around the perimeter of Lot 80.
21. The existing Moss Farm Development inset on sheet C1.00 does not reflect approved development plans for the Moss Farm Development.

Engineering:

1. Stormwater: Provide a Hydrologic Determination Study to Engineering/Stormwater Departments at FMDP.
2. Existing slopes equal to or greater than 20% shall not be within a proposed building envelope.
3. If wet ponds are used, aeration shall be provided.
4. All proposed roads shall meet City of Mt. Juliet design standards.
5. No onsite grinder systems or step systems will be allowed for this development.
6. All sidewalks, trails, curb ramps, and crosswalks shall meet ADA compliance.
7. Any improvements to the county portion of York Road are subject to review and approval by the Wilson County Road Commission. The developer shall provide correspondence from the Wilson County Road Commission that the plan was reviewed at the time of construction plan review.
8. Staff does not support street facing garages along access streets. Staff will support side entry garages for these lots.
9. Staff supports roads to be designed and posted at 25mph.
10. Staff supports request to disturb slopes exceeding 20% in a cut condition only. No fill shall be allowed within these slope conditions.
11. The entire section of roadway from lots 46-55 should be labeled as an Access Street. The transition to Access Lane shall not occur until after the main 4-way intersection shown.
12. The internal 4-way intersection shall be constructed as a roundabout. The developer shall submit a 4-way stop warrant analysis at the central internal intersection FMDP if this traffic control is pursued.
13. A finalized TIS shall be submitted at FMDP submittal.
14. Crosswalks shall be provided on all approached on the central intersection regardless of control type.

WWUD:

1. The Water lines shown are not WWUD's Design.
2. WWUD will serve.

Wilson County School District:

1. No Comments Received.

Exhibit A

YORKSHIRE ESTATES BOUNDARY DESCRIPTION

01st Civil District - Wilson County, Tennessee

Map 49 Parcel 071.01

Registered in Deed Book 2278 Page 1167

Land in the 01st Civil District of Wilson County, Tennessee lying on the northern side of York Road being more particularly described as follows:

BEGINNING at an iron rod (old) on the south-eastern corner of the property, said iron rod (old) being a shared boundary with City of Mt. Juliet, recorded in deed book 424, page 869; Thence, commencing from said iron rod (old) along the shared property boundary North 82°13'52" West 431.78 feet to an iron rod (old) at a 10" cedar; Thence, continuing along the shared boundary with Mt. Juliet, North 76°57'36" West 664.96 feet to an iron rod (old) at a post; Thence, North 76°51'41" West 763.24 feet to an iron rod (old) at a post; Thence, North 76°49'47" West 513.18 feet to an iron rod (new) at a post; Thence, South 89°02'14" West 552.49 feet to an iron rod (new) at a post; Thence, South 89°37'55" West 220.19 feet to an iron rod (new); Thence, North 57°37'25" West 66.30 feet to an iron rod (new); Thence, leaving from the shared boundary with Mt. Juliet North 60°12'59" West 340.00 feet to an iron rod (old) at a metal post; Thence commencing along the shared boundary with Howell & Howell, recorded in deed book 1051, page 2369, North 06°45'25" East 560.29 feet to an iron rod (new) at a post; Thence, continuing along the shared boundary with Howell & Howell, North 05°57'56" East 260.20 feet to an iron rod (new) at a planted stone; Thence, South 84°22'59" East 177.74 feet to an iron rod (new) at a triple hackberry; Thence, South 85°14'27" East 232.46 feet to an iron rod (new) at an 8" cedar; Thence, South 82°29'03" East 251.90 feet to an iron rod (new) to a 14" cedar; Thence, South 80° 55'50" East 505.15 feet to an iron rod (new) at a 14" cedar; Thence, South 82° 07'52" East 327.40 feet to an iron rod (new) at a 8" cedar; Thence, South 81°32'33" East 407.63 feet to an iron rod (new) at a stump; Thence, South 79°34'41" East 319.29 feet to an iron rod (new) at a 14" cedar; Thence, South 82°51'40" East 335.21 feet to an iron rod (new) at a 12" hackberry; Thence, South 83°21'59" East 240.01 feet to an iron rod (new) at a 12" hackberry; Thence, South 83°47'05" East 244.77 feet to an iron rod (new) at a large cedar snag; Thence, leaving the shared boundary with Howell & Howell, South 89°37'23" East 177.09 feet to an iron rod (old) at a post; Thence, commencing along the shared property with Richard Van Kluyve, recorded in deed book 1853, page 1366, South 83°11'45" East 583.23 feet to an iron rod (old) at a post and leaving the shared boundary with Richard Van Kluyve; Thence, commencing along the shared boundary with Nicholas R. Cunningham, recorded in deed book 1398, page 1195, South 06°35'09" West 453.25 feet to an iron rod (old) leaving the shared boundary with Nicholas R. Cunningham; Thence, commencing along the shared boundary with M&M Farms, LLC, recorded in deed book 1381, page 893, North 84°29'08" West 537.45 feet to an iron rod (new) at a cedar snag; Thence, continuing along the shared boundary with M&M Farms, LLC, South 09°06'18" 86.75 feet to an iron rod (new); Thence, South 08°02'07" West 118.73 feet to an iron rod (new) at a post; Thence, South 01°00'22" West 12.21 feet to an iron rod (new) at a post; Thence, leaving the shared boundary with M&M Farms, LLC,

South 31°05'35" West 30.20 feet to an iron rod (old) crossing the existing road right-of-way;
Thence, commencing along the right-of-way, South 48°52'21" East 107.32 feet to an iron rod
(old); Thence, South 25°10'03" East 218.94 feet to a point on rock; Thence, South 17°37'16"
East 129.52 feet to the BEGINNING

Containing an area of 77.76± Acres or 3,387,225.6± square feet±.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 77.76 ACRES OF PROPERTY AT 1000 YORK ROAD, MAP 049, PARCEL 071.01 FROM WILSON COUNTY R-1 TO RS-40 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR YORKSHIRE ESTATES

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

WHEREAS, the Regional Planning Commission considered this request during their meeting of May 16, 2024, and forwarded a negative recommendation for approval to the Board of Commissioners by a vote of (5-3-0) and;

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____ 2023 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property at 1000 York Road, Map 049, Parcel 071.01, approximately 77.76 acres, from Wilson County R-1 to RS-40 PUD and adopt the Preliminary Master Development Plan for the Yorkshire Estates.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2023 as follows:

SECTION 1. – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning those certain parcels of real property at 1000 York Road, Map 049, Parcel 071.01, approximately 77.76 acres from Wilson County R-1 to RS-40 PUD.

LEGAL DESCRIPTION – See Exhibit A (attached)

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

Planning and Zoning:

1. Show an estimated development timeline by phase on the plans.
2. All requirements of the City’s Subdivision regulations shall be adhered to, excepting any waivers approved by the Planning Commission.
3. All requirements of 5-104.4, single family residential guidelines, shall be adhered to and shall include the garage area with appropriate free and clear space and garage bays

separated via a masonry column with two separate carriage style garage doors. Provide evidence of how these regulations are met.

4. Mail kiosks shall be covered and well lit.
5. Decorative low maintenance fencing required should it be used.
6. Brick shall be clay, baked and individually laid.
7. Stone shall be individually laid.
8. Provide street light typical at Final Master Development Plan submittal.
9. All floodplain policies shall be adhered to.
10. Explain the plan for Lot 80 since it was noted there are no plans to include future R.O.W access on this lot. This is incongruent with the plans approved for the Benders Ferry subdivision.
11. Add an additional Pavilion alongside the playground in Phase 1.
12. Each amenity area shall be completed upon completion of its respective phase.
13. Provide farm style fencing along the Residential collector/York Road property line to enhance streetscape. Fencing shall be of a low maintenance material.
14. Clearly label all amenities.
15. Label walking trail width.
16. Correct the total acreage in overall project area summary.
17. For all wet ponds, please include lighted fountains.
18. Blasting Restrictions, all blasting shall be reduced from 2 inches per second to 1 inch per second, reducing the charge by 50% from the state maximum. Certified letters shall be sent out to all property owners within 500 ft of the development's property line informing those residences they are entitled to pre and post blasting inspections. The blasting monitor shall hold a contract with the general contractor and not the blasting company.
19. Extend the type A-3 Landscape buffer along the entire Southern perimeter and extend the type A-1 landscape buffer around the perimeter of Lot 80.
20. The existing Moss Farm Development inset on sheet C1.00 does not reflect approved development plans for the Moss Farm Development.
21. Include an acknowledgement of the City of Mt. Juliet Police Department firing range to the immediate south of the property requirement in the covenants and restrictions over the development for each home or lot purchased.
22. The Planning Commission granted a variance to 5-104.1, Elevation Materials – 50% brick and/ or stone with the remaining 50% being a mix of masonry and cement board siding.
23. The Planning Commission granted a variance to 5.103a, Setbacks - Required at 30' front, 20' rear, 20' sides and 15' corner with the request for 25' front, and 10' sides.
24. The Planning Commission granted a variance to 5.103a, Maximum lot coverage – Required at 25%, request is for 40%.
25. The Planning Commission granted a variance to 4.103: Roadway speeds - All roads to be designed and posted at 25 mph.
26. The Planning Commission did not grant a waiver to 5-104.4: Access Streets and lots are not allowed to have front entry garages.
27. The Planning Commission granted a waiver to 5.104.4: Collector Road Lots allowed to have side entry garages.
28. The Planning Commission granted a variance to 4-102.104: Request to Disturb slopes that are greater than 20% within lots in cut conditions only. No fill will be allowed in this condition. These lots will be noted as critical lots.
29. Base zoning shall be RS-40 PUD

Engineering:

1. Stormwater: Provide a Hydrologic Determination Study to Engineering/Stormwater Departments at FMDP.
2. Existing slopes equal to or greater than 20% shall not be within a proposed building envelope.
3. If wet ponds are used, aeration shall be provided.
4. All proposed roads shall meet City of Mt. Juliet design standards.
5. No onsite grinder systems or step systems will be allowed for this development.
6. All sidewalks, trails, curb ramps, and crosswalks shall meet ADA compliance.
7. Any improvements to the county portion of York Road are subject to review and approval by the Wilson County Road Commission. The developer shall provide correspondence from the Wilson County Road Commission that the plan was reviewed at the time of construction plan review.
8. Staff does not support street facing garages along access streets. Staff will support side entry garages for these lots.
9. Staff supports roads to be designed and posted at 25mph.
10. Staff supports request to disturb slopes exceeding 20% in a cut condition only. No fill shall be allowed within these slope conditions.
11. The entire section of roadway from lots 46-55 should be labeled as an Access Street. The transition to Access Lane shall not occur until after the main 4-way intersection shown.
12. The internal 4-way intersection shall be constructed as a roundabout. The developer shall submit a 4-way stop warrant analysis at the central internal intersection FMDP if this traffic control is pursued.
13. A finalized TIS shall be submitted at FMDP submittal.
14. Crosswalks shall be provided on all approached on the central intersection regardless of control type.

WWUD:

1. The Water lines shown are not WWUD's Design.
2. WWUD will serve.

Wilson County School District:

1. No Comments Received.

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

BE IT FURTHER ORDAINED

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

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

PASSED:

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

Sheila S. Luckett, MMC
City Recorder

Kenny Martin, City Manager

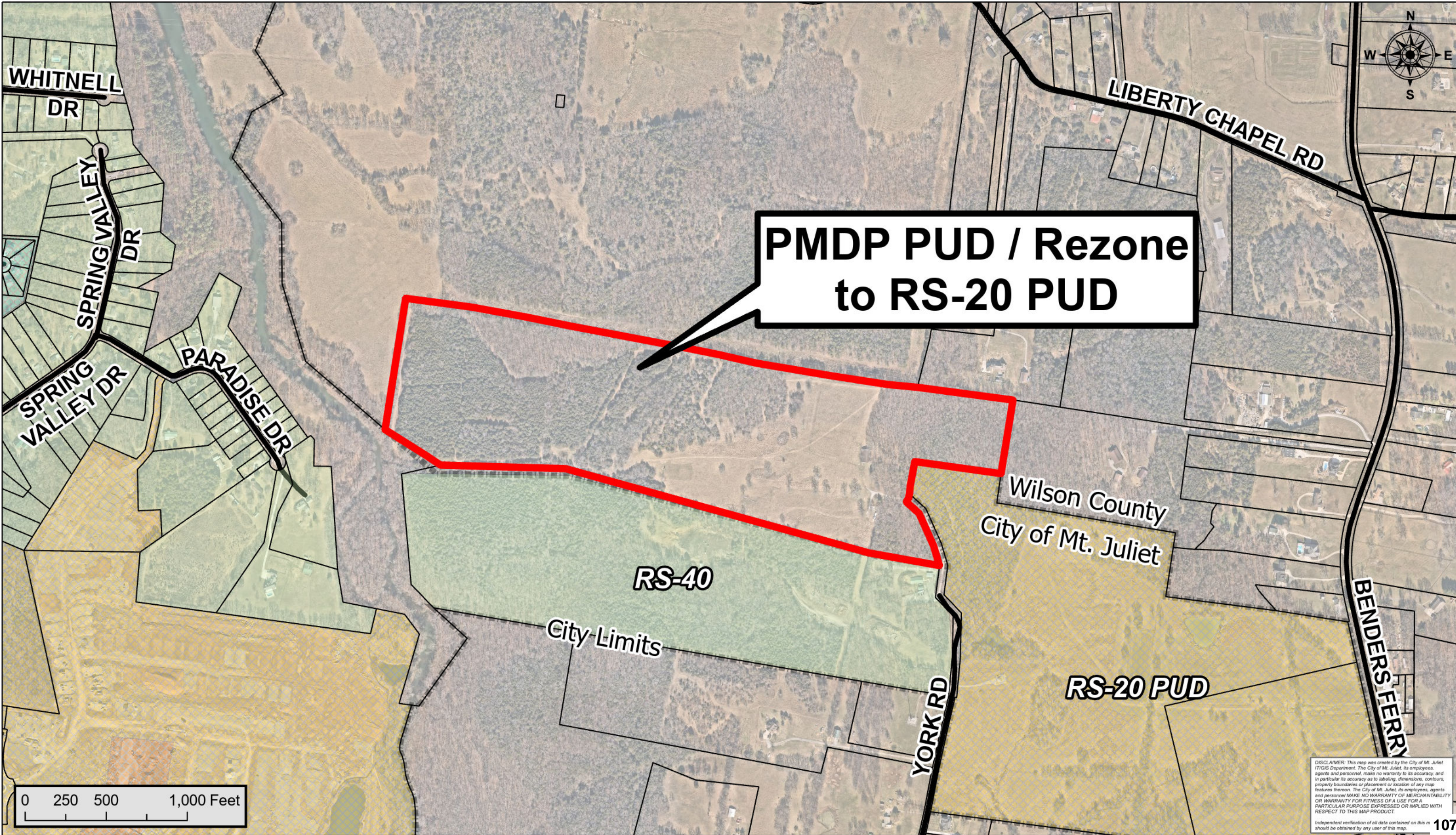
APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Exhibit C - PMDP PUD / Rezone

1000 York Road
Map 049, Parcel 071.01





Mt. Juliet, Tennessee

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

Staff Report

File #: 0668
12.F.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE TO REZONE APPROXIMATELY 11.67 ACRES OF PROPERTY AT 1919 NORTH MT. JULIET ROAD, MAP 072P, GROUP A, PARCEL 014.00 FROM CRC AND CTC TO CTC PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR EVERETTE DOWNS MIXED USE



MEMORANDUM

Date: May 16, 2024

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Everett Downs Mixed Use
Preliminary Master Development Plan PUD
Map – 072P, Group A
Parcel(s) – 014.00

Request: Submitted by CSDG on behalf of the developer Robinson Developments, the applicant seeks preliminary master development plan approval for a mixed-use development located on North Mt. Juliet Road in District 3.

Overview: The subject property consists of approximately 11.67 acres on the east side of NMJR, south of Division Street. The property is within the City limits. The development site consists of a single parcel that will eventually be subdivided for the uses proposed. The zoning requested for the entire site is CTC PUD. A land use amendment is not required. A summary is below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
CSDG/Everette Downs	Town Center	N/A	CTC	CTC-PUD

Future Land Use Plan: The City's Future Land Use Map identifies the property as Town Center. Adjacent land use classifications include town center and neighborhood commercial. A land use plan is not required.

Zoning: The zoning is CTC. The applicant is requesting a PUD overlay, no change to the base zoning is proposed.

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

- 1. is agreement with the general plan for the area, and*
- 2. does not contravene the legal purposes for which zoning exists, and*
- 3. will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
- 4. is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*

5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Preliminary Master Development Plan:

Overview: The subject site is located on the east side of NMJR and is presently undeveloped. The proposal includes four lots, three are proposed for commercial (retail & restaurant) uses with a total of four commercial buildings. The fourth lot includes 3 multi-family buildings with a total of 117 one-bedroom units. Proposed commercial uses include restaurants on lots 1 and 2 and retail and restaurant uses on lot 3.

69.9% of the development site (8.16 acres) is slated for commercial development and 30.1% (3.51 acres) is slated for residential development. The development timeline proposes a Q2 2024 groundbreaking and completion date of Q2 2027. The phasing plan breaks the development into two phases, commercial phase 1 and residential phase 2.

5-103 & 6-103 Bulk Standards: The total number of residential units is 117 and the overall residential density is 10 units per acre. The size of the three multi-family buildings is not provided. The four commercial buildings are sized between 5,000sf and 23,255sf. Only one bulk standard waiver is sought; 80% impervious surface maximum in lieu of the 70% required. Other details pertaining to the bulk regulations will be revealed at fmdp/site plan submittal where full compliance, excepting any waivers granted, will be required.

Pedestrian/Vehicle Connections: Vehicular connections are provided via a signalized, full movement access on NMJR, approximately central to the development, and a connection to Physicians Plaza north of the site which has two access points to NMJR and two access points to Division Street. Pedestrian connections are shown completely on this pmdp and further refinement will occur at site plan review. Staff requests sidewalk connections to NMJR if feasible.

9-103 Parking: Parking has been calculated based roughly on the highest expected uses. For commercial uses, the parking calculations net a code compliant excess. The formula used for determining parking for the multi-family spaces is incorrect and shall be 2 spaces per unit per the requirements of 5-104. Bicycle parking is provided per code requirements with a rack at each residential building also. Wheel stops are not proposed and sidewalk is widened to accommodate vehicle overhang. Further parking review and refinement will occur upon subsequent site plan submittals.

5-104.1 and 4-114 Development Standards for Multi-Family Development: Approximately 11% of the site is devoted to improved open space (16,822sf). Improvements include a 2,182sf clubhouse, pickleball courts, grilling areas with grills set in a masonry base, pet park and greenway trails. Staff requests that “concrete walkways” be removed from the list of improved opens space items. At least 10% improved open space shall be maintained.

Several waivers, listed below, are sought from the requirements of this section of code. All applicable regulations which do not receive a waiver will apply at final master development

plan/site plan submittal, including those found in zoning regulations section 5-104 and subdivision regulations section 4-114.

6-104 Mixed Use Regulations: Commercial uses total 51,255sf in four buildings on 8.16 acres of the PUD. This amounts to 70% of this mixed use PUD being utilized for commercial activity, exceeding the minimum required for CTC mixed use sites (10%).

6-103.7 Commercial Design Regulations and 5-104.1 Multifamily Design Regulations: As this is a Preliminary Master Development Plan, elevations will be reviewed at Site Plan submittal. This pm dp includes rendering of the proposed structures. Waivers from commercial and residential design guidelines are requested with this PMDP and detailed below. Excepting any waivers granted, all requirements of these sections shall be met. Notes provided indicate that the balconies on the multi-family buildings will be metal or concrete and not wood. Building elevations facing NMJR shall be treated as front facades.

Landscaping: The site will require landscape buffers. Notes provided indicate they will be in open space and be the responsibility of the HOA. Notes are provided which indicate as many trees as possible will be saved. A full landscape plan will be required at final master development plan and site plan submittal and reviewed for code compliance then.

Other: All wet detention ponds shall include lighted fountains. The mail kiosk is covered and notes provided indicate it will be lit. Retaining walls shall be faced with decorative materials, notes and details are provided. Notes and details indicate fencing will be low maintenance and decorative. Site lighting will be reviewed at site plan submittal. Staff requested cart corrals and the typical provided indicates a metal variety painted black, preferred is concrete curbing.

Variances/Waivers: The following waivers are requested:

1. 6-103.7 65% masonry, 35% secondary materials on all facades. STAFF SUPPORTS
2. 5-104.1 Parapet screened rooftop HVAC units for the multi-family buildings. STAFF SUPPORTS
3. 5-104.1 Omit the multifamily perimeter fence. STAFF SUPPORTS
4. 5-104.1 65% masonry, 35% secondary materials on all facades. STAFF SUPPORTS
5. 5-104.1 Omit a tot lot. STAFF SUPPORTS
6. 5-104.1 Building separation of 20', buildings will be sprinkled. STAFF SUPPORTS
7. 5-104.1 2 parking spaces required for each multi-family unit, 1.5 spaces pre unit provided STAFF DOES NOT SUPPORT
8. 10-111 Omit landscape buffer between residential and commercial areas of the PUD. STAFF DOES NOT SUPPORT
9. 6-102 Allow a minimum of 10,000sf for the grocery store use in lieu of 20,000sf. STAFF SUPPORTS
10. Article 11 Signage as shown on the PMDP plans. STAFF SUPPORTS PROVIDED MONUMENT SIGN A ON LOT 2 IS PUSHED TO THE FAR NORTHWESTERN CORNER TO ALLOW ADEQUATE LINE OF SIGHT DISTANCE DUE TO THE PYLON ON THE SAME LOT.
11. 10-111 Allow a 10' wide buffer around the PUD in lieu 20'. STAFF SUPPORTS

12. 5-103 & 6-103 Allow up to 80% impervious surfaces for the entire PUD. STAFF SUPPORTS

13. 6-103.7 Allow standing seam metal roofs on the structure on lot 3. STAFF SUPPORTS

Summary: This PUD adds 51,255sf of commercial uses (retail & restaurant) and 117 one-bedroom apartments to NMJR. The applicant is seeking several waivers, outlined above, which are subject to Planning Commission approval.

Recommendation: Staff recommends forwarding the preliminary master development plan for Everett Downs on N. Mt. Juliet Road to the Board of Commissioners with a positive recommendation, subject to the conditions of approval below.

Planning and Zoning:

1. Multi-family parking required at 2 spaces per residential unit.
2. Remove concrete walkways from the list of improved open spaces (10% min. improved opens space shall be maintained).
3. Provide the area of each residential building.
4. Orient the commercial buildings along NMJR with all the parking in the rear.
5. All requirements of the City's Subdivision regulations shall be adhered to, excepting any waivers approved by the Planning Commission.
6. The 5-104.1 and 4-114 Multifamily Regulations shall be adhered to, excepting any waivers approved by the Board of Commissioners.
7. All requirements of 6-107.3 shall be met, excepting any waivers approved by the Board of Commissioners.
8. HVAC and utility equipment shall be screened entirely from horizontal view via parapet walls for all buildings.
9. Wall mounted utility meters shall be screened with brick/stone screen walls or painted to match the building façade.
10. Decorative low maintenance fencing is required wherever fencing is to be used.
11. Brick shall be clay, baked and individually laid.
12. Stone shall be individually laid.
13. Vinyl shall and metal shall not be permitted as secondary materials.
14. Wet detention ponds shall include fountains.
15. Provide cart corrals via concrete curbing in lieu of metal racks.
16. Parking lot lighting shall be decorative, mounted to black poles.
17. Wall mounted exterior lighting fixtures shall be decorative.
18. Provide sidewalk connections to the buildings along NMJR from the sidewalk along NMJR.
19. Revise lot 3 data table to include retail under the proposed use.
20. All building facades which face NMJR shall be treated as front facades.
21. Signage to be reviewed and approved via a separate application to the Planning Department.

Engineering:

1. Replace and upgrade the sidewalk along NMJR (N. Mt Juliet Road) to 6' wide.

2. All sewer main (minus laterals) shall be public and within a 20' easement.
3. If wet ponds are constructed, provide aeration.
4. All sidewalks, trails, curb ramps, and crosswalks shall meet ADA compliance.
5. Provide a cross-access easement to the northern property line from the site access point. Cross-access easement shall be recorded prior to construction plan approval.
6. The current plan proposes a single access point onto NMJR. If additional access points are proposed, access management modifications to NMJR will be required.
7. Previous plans for this development required a traffic signal at the project access along NMJR. This is not shown in this set of plans. Traffic signal shall meet design guidelines of TDOT and the City. Access to NMJR is subject to approval by TDOT.
8. The traffic signal design shall include connection to the City's designed ITS system on NMJR. Coordinate with the City during traffic signal design for the fiber connection.
9. The intersection design of the single access point on NMJR shall include a northbound right turn deceleration lane. Intersection design shall reflect the findings and recommendations of the traffic impact study (TIS) for this location. TIS recommendations shall include the necessary laneage at this location (i.e. double left and right turn lanes for exiting traffic onto NMJR) by the FMDP. The sight distance analysis shall be included with the TIS.
10. ADA compliant ramps are required for all buildings.
11. Crosswalks should be at 90 degrees to minimize the crossing distance, not angled across the parking lot.
12. Extend pedestrian infrastructure to connect to the adjacent property to the north.
13. Provide pedestrian access to NMJR from multi-family buildings.
14. Review commercial building orientation along NMJR to face NMJR with vehicular access in the rear of the buildings.
15. Outparcel land uses are not yet fully defined. TIS shall represent the most conservative/highest possible tenant.
16. Provide turning movement analysis for City of Mt. Juliet Fire Apparatus and a WB-50 vehicle. Access appears to be challenging to navigate to the grocery store loading dock.
17. Internal pedestrian circulation to be evaluated at FMDP.
18. Staff supports request to disturb slopes exceeding 20% in a cut condition only. No fill shall be allowed within these slope conditions.
19. A traffic signal design plan will be required with the construction plans.
20. Provide taper length calculations for the right-turn deceleration lane on NMJR.
21. Specify on Sheet C2.00 if the main access driveway is a two-lane or three-lane section.
22. Shift the parking on the westerly edge of lot 3 to make the crosswalk perpendicular and the parking spaces aligned on both sides of the aisle.

WWUD:

1. Having discussions with the Engineer on how to best serve this development.
2. WWUD will serve.

West Wilson Utility District:

1. No Comments Received

Exhibit A

LEGAL DESCRIPTION OF 1919 NORTH MT. JULIET ROAD AS TAKEN FROM WARRANTY DEED RECORDED 11/09/2017, BOOK 1792, PAGES 1013-1015.

(Converted to word document text on 2024-04-12)

A tract or parcel of land located in the 1st Civil District of Wilson County, Tennessee and being bounded on the West by the easterly Right of Way of North Mt. Juliet Road, on the North by Physicians Plaza of MJ LLC and Dialysis Clinic Inc., on the East by Benny Wilson and John Deal Coatings Inc., on the South by Bob Jones Dev Co, First Bank & Trust, Eric Harris and James Landers and being more particularly described as follows:

Beginning at an iron pin found in the easterly Right of Way of North Mt. Juliet Road, said pin being the Southwest corner of the physicians Plaza of MJ LLC property (DB. 1445, PG. 50, R.O.W.C.T.) and the Northwest corner of the property herein described. Said pin being the POINT OF BEGINNING.

Thence, leaving the Right of Way of the road and with the southerly line of Physicians Plaza of MJ LLC., South 79 Degrees 27 Minutes 19 Seconds East, a distance of 732.03 feet to an iron pin.

Thence, with the line of Benny Wilson, South 08 Degrees 33 Minutes 26 Seconds West, a distance of 470.62 feet to an iron pin.

Thence, South 58 Degrees 08 Minutes 46 Seconds East, a distance of 208.27 feet to an iron pin.

Thence, with the line of John Deal Coatings Inc, South 57 Degrees 57 Minutes 54 Seconds East, a distance of 415.67 feet to an iron pin.

Thence, South 32 Degrees 15 Minutes 27 Seconds West, a distance of 104.44 feet to an iron pin.

Thence, North 71 Degrees 26 Minutes 07 Seconds West, a distance of 65.76 feet to an iron pin.

Thence, with the line of First Bank & Trust, North 71 Degrees 41 Minutes 31 Seconds West, a distance of 440.11 feet to an iron pin.

Thence, with the line of Eric Harris, North 70 Degrees 42 Minutes 36 Seconds West, a distance of 30.40 feet to an iron pin.

Thence, with the line of James Landers, North 71 Degrees 29 Minutes 19 Seconds West, a distance of 342.63 feet to an iron pin in the Right of Way of North Mt. Juliet Road.

Thence, with the road, North 39 Degrees 44 Minutes 43 Seconds West, a distance of 74.94 feet to an iron pin.

Thence, with a curve to the right, having a radius of 1045.35 feet, a length of 739.21 feet, and a chord of North 19 Degrees 29 Minutes 14 Seconds West, a distance of 723.90 feet to the POINT OF BEGINNING.

Said tract containing 10.95 acres or 476,900 sq. ft, more or less by an unrecorded survey dated November 3, 2017 by Crawford and Cummings, PC, J. Alan Cummings, TN RLS NO. 2351

Being a portion of the same property conveyed to Melvin Carol Everette by Deed from James Melvin Everette and wife, Mary H. Everette dated September 04, 1975 and recorded June 21, 1991 in Deed Book 423, Page 536, in said Register's Office for Wilson County, Tennessee.

Being a portion of the same property conveyed to Melvin Carol Everette by Deed from James Melvin Everette and wife, Mary H. Everette dated September 04 1975 and recorded June 21, 1991 in Deed Book 423, Page 535, in said Register's Office for Wilson County, Tennessee.

Being a portion of the same property conveyed to J. Melvin Everett and wife Mary Everett by Deed from W.H. Oldham and Mrs. Esther Oldham Faust, the only children of Dr. David Perkins Oldham, deceased, and Mrs. Lucy P. Oldham, widow of the said decedent, sole devisees under the will of said Decedent dated October 24, 1937 and recorded October 24, 1937 in Book 107, Page 498, in said Register's Office for Wilson County, Tennessee.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 11.67 ACRES OF PROPERTY AT 1919 NORTH MT. JULIET ROAD, MAP 072P, GROUP A, PARCEL 014.00 FROM CRC AND CTC TO CTC PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR EVERETTE DOWNS MIXED USE

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

WHEREAS, the Regional Planning Commission considered this request during their meeting of May 16, 2024, and forwarded a positive recommendation for approval 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 _____ 2023 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property at 1919 North Mt. Juliet Road, Map 072P, Group A, Parcel 014.00 approximately 11.67 acres, from CTC to CTC PUD and adopt the Preliminary Master Development Plan for Everette Downs Mixed Use.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2023 as follows:

SECTION 1. – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning those certain parcels of real property at 1919 North Mt. Juliet Road, Map 072P, Group A, Parcel 014.00 approximately 11.67 acres, from CTC to CTC PUD.

LEGAL DESCRIPTION – See Exhibit A (attached)

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

Planning and Zoning:

1. Remove concrete walkways from the list of improved open spaces (10% min. improved opens space shall be maintained).
2. Provide the area of each residential building.
3. Work with staff on orientation of commercial buildings fronting N. Mt. Juliet Rd.

4. All requirements of the City's Subdivision regulations shall be adhered to, excepting any waivers approved by the Planning Commission.
5. The 5-104.1 and 4-114 Multifamily Regulations shall be adhered to, excepting any waivers approved by the Board of Commissioners.
6. All requirements of 6-107.3 shall be met, excepting any waivers approved by the Board of Commissioners.
7. HVAC and utility equipment shall be screened entirely from horizontal view via parapet walls for all buildings.
8. Wall mounted utility meters shall be screened with brick/stone screen walls or painted to match the building façade.
9. Decorative low maintenance fencing is required wherever fencing is to be used.
10. Brick shall be clay, baked and individually laid.
11. Stone shall be individually laid.
12. Vinyl and metal shall not be permitted as secondary materials.
13. Wet detention ponds shall include fountains.
14. Provide black powder coated cart corrals.
15. Parking lot lighting shall be decorative, mounted to black poles.
16. Wall mounted exterior lighting fixtures shall be decorative.
17. Revise lot 3 data table to include retail under the proposed use.
18. All building facades which face NMJR shall be treated as front facades.
19. Signage to be reviewed and approved via a separate application to the Planning Department.
20. The Planning Commission granted a variance to 6-103.7 Allow for 65% masonry, 35% secondary materials on all facades allowed.
21. The Planning Commission granted a variance to 5-104.1 Parapet screened rooftop HVAC units for the multi-family buildings allowed.
22. The Planning Commission granted a variance to 5-104.1 Allowed to omit the multifamily perimeter fence.
23. The Planning Commission granted a variance to 5-104.1 Allow for 65% masonry, 35% secondary materials on all facades.
24. The Planning Commission granted a variance to 5-104.1 Allowed to omit a tot lot.
25. The Planning Commission granted a variance to 5-104.1 Allowed building separation of 20', buildings will be sprinkled.
26. The Planning Commission granted a variance to 5-104.1 Allow for 1.5 parking spaces per multi family unit but required additional visitor parking.
27. The Planning Commission granted a variance to 10-111 allowing to omit the landscape buffer between residential and commercial areas of the PUD but require enhanced landscaping in this area in lieu of the buffer.
28. The Planning Commission granted a variance to 6-102 Allowing a minimum of 10,000sf for the grocery store use in lieu of 20,000sf.
29. The Planning Commission granted a variance to Article 11 Signage as shown on the PMDP plans. Required to relocate the monument sign on lot 2 to the far northwestern corner to allow adequate line of sight distance due to the pylon being on the same lot.
30. The Planning Commission granted a variance to 10-111 allowing for a 10' wide buffer around the PUD in lieu of the required 20' buffer.
31. The Planning Commission granted a variance to 5-103 & 6-103 Allowing up to 80% impervious surfaces for the entire PUD.

32. The Planning Commission granted a variance to 6-103.7 Allowing standing seam metal roofs on the structure on lot 3.

Engineering:

1. Replace and upgrade the sidewalk along NMJR (N. Mt Juliet Road) to 6' wide.
2. All sewer main (minus laterals) shall be public and within a 20' easement.
3. If wet ponds are constructed, provide aeration.
4. All sidewalks, trails, curb ramps, and crosswalks shall meet ADA compliance.
5. Provide a cross-access easement to the northern property line from the site access point. Cross-access easement shall be recorded prior to construction plan approval.
6. The current plan proposes a single access point onto NMJR. If additional access points are proposed, access management modifications to NMJR will be required.
7. Previous plans for this development required a traffic signal at the project access along NMJR. This is not shown in this set of plans. Traffic signal shall meet design guidelines of TDOT and the City. Access to NMJR is subject to approval by TDOT.
8. The traffic signal design shall include connection to the City's designed ITS system on NMJR. Coordinate with the City during traffic signal design for the fiber connection.
9. The intersection design of the single access point on NMJR shall include a northbound right turn deceleration lane. Intersection design shall reflect the findings and recommendations of the traffic impact study (TIS) for this location. TIS recommendations shall include the necessary laneage at this location (i.e. double left and right turn lanes for exiting traffic onto NMJR) by the FMDP. The sight distance analysis shall be included with the TIS.
10. ADA compliant ramps are required for all buildings.
11. Crosswalks should be at 90 degrees to minimize the crossing distance, not angled across the parking lot.
12. Extend pedestrian infrastructure to connect to the adjacent property to the north.
13. Review commercial building orientation along NMJR to face NMJR with vehicular access in the rear of the buildings.
14. Outparcel land uses are not yet fully defined. TIS shall represent the most conservative/highest possible tenant.
15. Provide turning movement analysis for City of Mt. Juliet Fire Apparatus and a WB-50 vehicle. Access appears to be challenging to navigate to the grocery store loading dock.
16. Internal pedestrian circulation to be evaluated at FMDP.
17. Staff supports request to disturb slopes exceeding 20% in a cut condition only. No fill shall be allowed within these slope conditions.
18. A traffic signal design plan will be required with the construction plans.
19. Provide taper length calculations for the right-turn deceleration lane on NMJR.
20. Specify on Sheet C2.00 if the main access driveway is a two-lane or three-lane section.
21. Shift the parking on the westerly edge of lot 3 to make the crosswalk perpendicular and the parking spaces aligned on both sides of the aisle.

West Wilson Utility District:

1. Having discussions with the Engineer on how to best serve this development.
2. WWUD will serve.

Wilson County Schools:

1. No Comments Received

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

BE IT FURTHER ORDAINED

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

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

PASSED:

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

Sheila S. Luckett, MMC
City Recorder

Kenny Martin, City Manager

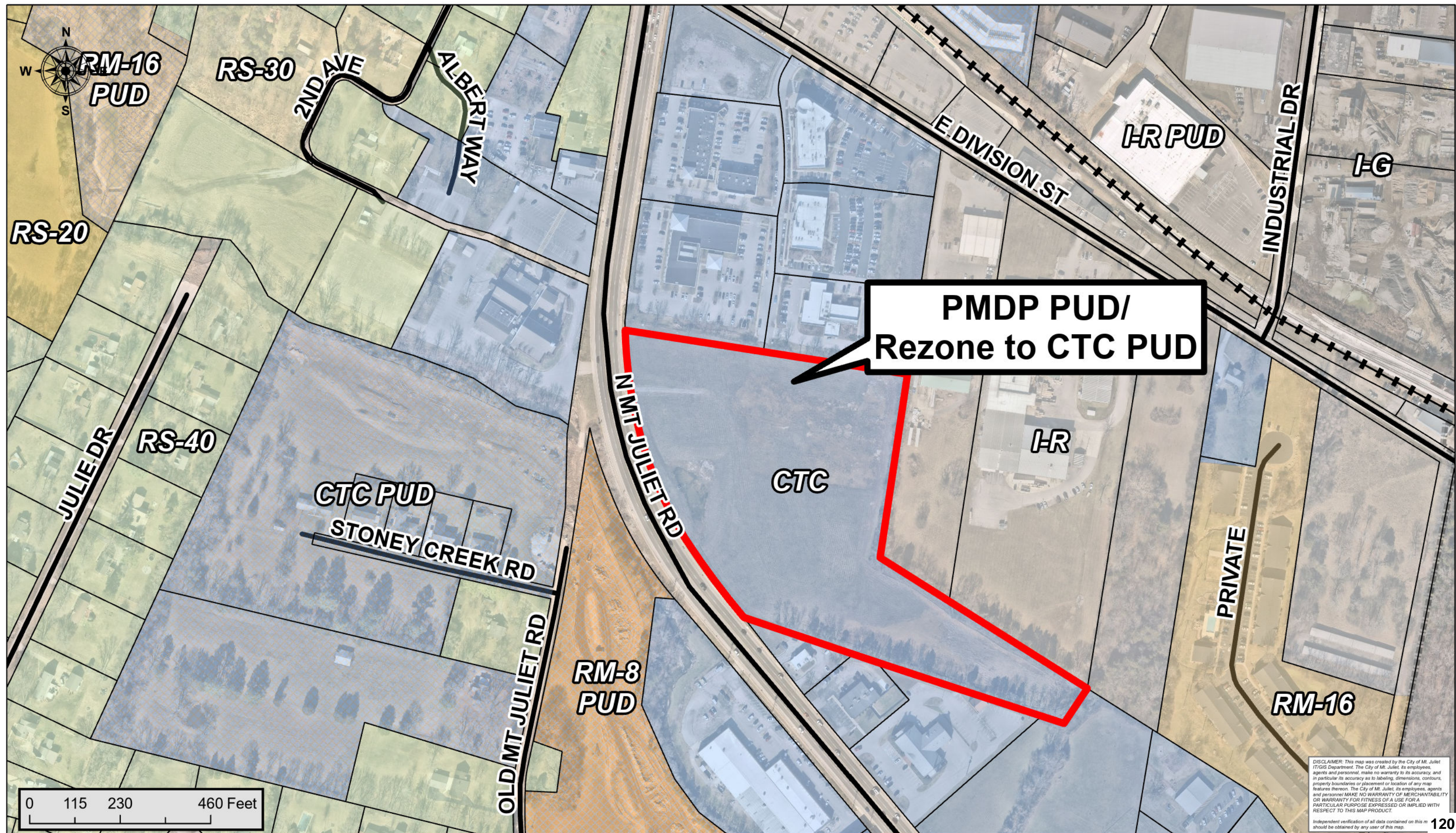
APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Exhibit B - PMDP PUD / Rezone

1919 N. Mt. Juliet Rd.
Map 072P, Group A, Parcel 014.00





Mt. Juliet, Tennessee

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

Staff Report

File #: 0680
12.G.

Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE AMENDING PART C OF THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE STORMWATER ORDINANCE

ORDINANCE 2024 -

AN ORDINANCE AMENDING PART C OF THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE STORMWATER ORDINANCE

WHEREAS, the federal government has imposed a responsibility on communities requiring that stormwater discharge be monitored and controlled; and

WHEREAS, Part C of the Unified Land Development Code of the City of Mt. Juliet, Tennessee, known as the Stormwater Ordinance is amended per the attached.

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

Section 1. Part C of the Unified Land Development Code of the City of Mt. Juliet, Tennessee, known as the Stormwater Ordinance, is amended per the attached.

BE IT FURTHER ORDAINED:

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

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

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

Part C

STORMWATER ORDINANCE¹

Sec. 1. General provisions.

(1) *Purpose.* It is the purpose of this ordinance to:

- (a) Protect, maintain, and enhance the environment of the City of Mt. Juliet and the public health, safety and the general welfare of the citizens of the city, by controlling discharges of pollutants to the cities stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the city.
- (b) Enable the City of Mt. Juliet to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR 122.26 for stormwater discharges.
- (c) Allow the City of Mt. Juliet to exercise the powers granted in Tennessee Code Annotated § 68-221-1105, which provides that, among other powers municipalities have with respect to stormwater facilities, is the power by ordinance or resolution to:
 - (1) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the municipality, whether or not owned and operated by the City of Mt. Juliet;
 - (2) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;
 - (3) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;
 - (4) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
 - (5) Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;
 - (6) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

¹Editor's note(s)—Printed herein is the Stormwater Ordinance for the City of Mt. Juliet, Ord. No. 2013-81, adopted Nov. 25, 2013. The stormwater ordinance was formerly codified in Ch. 22 of the Code of Ordinances, and derived from Code 1997, §§ 14-1-101, 14-1-102, 14-2-101, 14-3-101—14-3-108, 14-4-101—14-4-105, 14-5-101—14-5-105, 14-6-101—14-6-104, 14-7-101—14-7-104, 14-8-101—14-8-105, 14-9-101—14-9-103, 14-10-101—14-10-106, 14-11-101—14-11-104, Title 14, § 11; Ord. No. 2004-36, § 1, adopted Aug. 23, 2004; and Ord. No. 2005-03, § 2, adopted January 24, 2005. Obvious misspellings and punctuation errors have been corrected without notation. The style used for headings and catchlines has been made uniform. Capitalization and expression of numbers have been made consistent throughout the Land Development Code. Additions made for clarity are indicated by brackets.

-
- (7) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and
 - (8) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.
- (2) *Administering entity.* The City of Mt. Juliet Stormwater Department shall administer the provisions of this ordinance.
- (Ord. No. 2013-81, § 1, 11-25-2013)

Sec. 2. Definitions.

For the purpose of this chapter, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

- (1) *As built plans:* Drawings depicting conditions as they were actually constructed.
- (2)
- (3)
- (4) *Channel:* A natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)
- (12) *SWPPP:* A written plan (including drawings or other graphic representations) that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.
- (13) *Hot spot:* An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.
- (14)
- (15)
- (16)
- (27) *Sediment:* Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.
- (28) *Sedimentation:* Soil particles suspended in stormwater that can settle in stream beds and disrupt the natural flow of the stream.

(29)

(30)

(31) *Stormwater*: Stormwater runoff, snow melt runoff, surface runoff, street washwaters related to street cleaning or maintenance, infiltration and drainage.

(32)

(33)

(34).

(36) *Stormwater utility*: The stormwater utility created by ordinance of the city to administer the stormwater management ordinance, and other stormwater rules and regulations adopted by the municipality.

(37)

(Ord. No. 2013-81, § 2, 11-25-2013)

permit excavation and

Sec. 8. Illicit discharges.

- (1) *Scope*. This section shall apply to all water generated on developed or undeveloped land entering the municipality's separate storm sewer system.
- (2) *Prohibition of illicit discharges*. No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:
 - (a) Uncontaminated discharges from the following sources:
 - (1) Water line flushing or other potable water sources,
 - (2) Landscape irrigation or lawn watering with potable water,
 - (3) Diverted stream flows,
 - (4) Rising groundwater,
 - (5) Groundwater infiltration to storm drains,
 - (6) Pumped groundwater,
 - (7) Foundation or footing drains,
 - (8) Crawl space pumps,
 - (9) Air conditioning condensation,
 - (10) Springs,
 - (11) Non-commercial washing of vehicles,
 - (12) Natural riparian habitat or wet-land flows,
 - (13) Swimming pools (if dechlorinated - typically less than one PPM chlorine),

-
- (14) Firefighting activities, and
 - (15) Any other uncontaminated water source.
- (3) *Prohibition of illicit connections.*
- (a) The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited.
- (4)
- (5) *Notification of spills.* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into stormwater, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the City of Mt. Juliet Stormwater Department in person or by telephone or facsimile no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City of Mt. Juliet Stormwater Department within three business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least five years.

(Ord. No. 2013-81, § 8, 11-25-2013)

Sec. 9. Enforcement.

- (1) *Enforcement authority.* The stormwater coordinator for the City of Mt. Juliet or his designees shall have the authority to issue notices of violation and citations, and to impose the civil penalties provided in this section.
- (
- (b)
 - (e) *Cease and desist orders.* When the stormwater coordinator finds that any person has violated or

Sec. 10. Penalties.

- (1) *Violations.* Any person who shall commit any act declared unlawful under this ordinance, who violates any provision of this ordinance, who violates the provisions of any permit issued pursuant to this ordinance, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City of Mt. Juliet Stormwater Department, shall be guilty of a civil offense.
- (2) *Penalties.* Under the authority provided in Tennessee Code Annotated § 68-221-1106, the municipality declares that any person violating the provisions of this ordinance may be assessed a civil penalty by the City of Mt. Juliet Stormwater Department of not less than \$50.00 and not more than \$5,000.00 per day for each day of violation. Each day of violation shall constitute a separate violation.
- (3) *Measuring civil penalties.* In assessing a civil penalty, the stormwater coordinator for the City of Mt. Juliet may consider:
- (a) The harm done to the public health or the environment;

-
- (b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - (c) The economic benefit gained by the violator;
 - (d) The amount of effort put forth by the violator to remedy this violation;
 - (e) Any unusual or extraordinary enforcement costs incurred by the municipality;
 - (f) The amount of penalty established by ordinance or resolution for specific categories of violations; and
 - (g) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.
- (4) *Recovery of damages and costs.* In addition to the civil penalty in subsection (2) above, the municipality may recover; (a) all damages proximately caused by the violator to the municipality, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this ordinance, or any other actual damages caused by the violation.
- (a) The costs of the municipality's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this ordinance.
- (5) *Other remedies.* The municipality may bring legal action to enjoin the continuing violation of this ordinance, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.
- (6) *Remedies cumulative.* The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one or more of the remedies set forth herein has been sought or granted.

(Ord. No. 2013-81, § 10, 11-25-2013)

Sec. 11. Appeals.

- (1) Pursuant to Tennessee Code Annotated § 68-221-1106(d), any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this ordinance may appeal said penalty or damage assessment to the municipality's governing body.
- (2) Appeals to be in writing. The appeal shall be in writing and filed with the municipal recorder or clerk within 15 days after the civil penalty and/or damage assessment is served in any manner authorized by law.
- (3) Public hearing. Upon receipt of an appeal, the municipality's governing body shall hold a public hearing within 30 days. Ten days' prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation. Ten days' notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the governing body of the municipality shall be final.
- (4) Appealing decisions of the municipality's governing body. Any alleged violator may appeal a decision of the municipality's governing body pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

(Ord. No. 2013-81, § 11, 11-25-2013)

Sec. 12. Stormwater fees.

- (a) *Plan review fees.*

Commercial Site Plans—\$500.00 + \$125.00 per acre or portion thereof, maximum of \$6,010.00

Residential Subdivisions—\$500.00 + \$75.00 per lot

For every submittal past the 3rd submittal, a 50% re-review fee shall be applied.

Staff reserves the right to charge full or 50% review fees for any plans with significant changes in the design, or for resubmittals 90 days past the time that staff comments have been issued.

(b) *Land disturbance permits.*

Residential subdivision sections or commercial sites:

Less than one acre	\$250.00
1 acre—4.99 acres	\$615.00
5 acres—9.99 acres	\$740.00
10 acres—19.99 acres	\$985.00
20 acres—29.99 acres	\$1,230.00
30 acres—39.99 acres	\$1,475.00
40 acres—49.99 acres	\$1,840.00
50 acres—74.99 acres	\$2,455.00
75 acres—99.99 acres	\$4,910.00
100 acres—149.99 acres	\$7,365.00
150 acres—249.99 acres	\$9,820.00
250 acres—499.99 acres	\$12,270.00
500 acres or more	\$18,405.00

(c) *Stormwater erosion control inspection fee.*

Residential construction—\$500.00 per residence

Commercial construction—\$0.1700 per sq. ft. of impervious surface up to a maximum of \$35,000 PLUS \$175.00 per acre of impervious surface, rounded up to the nearest whole number of acres. Impervious surface includes building footprint and all paved areas.

(d) *Rock crusher fee.*

Plan review	\$250.00
Rock crusher permit fee	\$370.00
Total	\$620.00

(e) *Stock pile fee.*

Plan review	\$250.00
Stock pile permit fee	\$370.00
Total	\$620.00

(Ord. No. 2014-9, § 1(Att.), 2-10-2014; Ord. No. 2016-28, § 1, 5-23-2016; Ord. No. 2022-34, § 1, 7-11-2022)

Sec. 13. Stormwater utility.

Applicable Definitions

For the purpose of this section, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense.

The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

"Base rate" means the stormwater user's fee for a single-family unit in the city.

"Best Management Practices" or "BMPs". The physical, structural, and/or managerial practices that, when used alone or in combination, prevent or reduce pollution of water, that have been approved by the City of Mt. Juliet, and that have been incorporated by reference into the Stormwater Ordinance as if fully set out therein.

"Bonds" means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.

"Construction" means the erection, building, acquisition, alteration, reconstruction, improvement or extension of stormwater facilities; preliminary planning to determine the economic and engineering feasibility of stormwater facilities; the engineering, architectural, legal, fiscal and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other action necessary in the construction of stormwater facilities; and the inspection and supervision of the construction of stormwater facilities.

"Costs of construction" means costs reasonably incurred in connection with providing capital improvements related to stormwater facilities or any portion thereof, including but not limited to the costs of (1) acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements therefor, (2) physical construction, installation and testing, including the costs of labor, services, materials, supplies and utility services used in connection therewith, (3) architectural, engineering, legal and other professional services, (4) insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor, for construction and installation, (5) any taxes or other charges which become due during construction, (6) expenses incurred by the City of Mt. Juliet or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction, (7) principal of and interest of any bonds, and (8) miscellaneous expenses incidental thereto.

"Debt Service" means, with respect to any particular fiscal year and any particular series of bonds, an amount equal to the sum of (1) all interest payable on such bonds during such fiscal year, plus (2) any principal installments of such bonds during such fiscal year.

"Developed property" means real property which has been altered from its natural state by the creation or addition of buildings, structures, pavement or other impervious surfaces, or by the alteration of the property that results in a meaningful change in the hydrology of the property during and following rainfall events.

"Director - Public Works and Engineering" means the City of Mt. Juliet Director - Public Works and Engineering or his/her designee who is designated to supervise the operation of the stormwater management programs and system.

"Dwelling" or "dwelling unit" means a building or a portion thereof occupied for residential purposes.

"Fee(s)" or "Stormwater user's fee(s)" means the charge established by ordinance or resolution, and levied on owners or users of parcels or pieces of real property to fund the costs of stormwater management and of operating, maintaining, and improving the stormwater system in the city. The stormwater user's fees are in addition to any other fee that the city has the right to charge under any other rule or regulation of the city.

"Fiscal year" means July 1 of a calendar year to June 30 of the next calendar year, both inclusive.

"Impervious surface" is a surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

"Impervious surface area" is the number of square feet of horizontal surface covered by buildings, and other impervious surfaces. All building measurements shall be made between exterior limits of the structure, foundations, columns or other means of support or enclosure.

"Land disturbance" is a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land-disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, grading, filling, and excavation.

"Municipal ownership." See "public ownership."

"Non-residential property" means developed property other than single-family or non-single-family residential property. Such property includes, but not be limited to, commercial properties, industrial properties, parking lots, hospitals, schools, recreational and cultural facilities, hotels, offices, churches, and mixed use property.

"Property" means real property.

"Property owner" is the property owner of record as listed in the city's and/or county's tax assessment roll. A property owner includes any individual, corporation, firm, partnership, or group of individuals acting as a unit, and any trustee, receiver, or personal representative.

"Private ownership" is all facilities privately owned and maintained.

"Public ownership" or *"Municipal ownership"* is all facilities having been dedicated to and accepted by the City of Mt. Juliet, Wilson County, State of Tennessee, or Federal Government.

"Redevelopment" means building or constructing new infrastructure in an area that has previously been built or constructed on, and the old infrastructure is to be replaced with new.

"Residential property" means land that is zoned, developed or used solely as residential land, including, but not limited to, duplexes, townhouses, apartments, condominiums, mobile homes, mobile home parks, mixed use buildings and other multi-unit residential developments, or any other lands upon which there are residential structures that contain more than one dwelling unit.

"Single-family residential property" means a developed property which serves the primary purpose of providing one detached dwelling unit for one family or housekeeping unit.

"Stormwater facilities" or *"Stormwater flood control facilities"* means all natural and manmade conveyances and structures for which the partial or full purpose or use is to convey surface water within the jurisdictional boundaries of the city. This includes all natural conveyances for which the city has assumed a level of maintenance responsibility, to which the city has made improvements, against the flooding of which the city must make provision to protect public and private property, or for which the city is accountable under federal or state regulations for protecting the water quality within its jurisdictional boundaries.

"Stormwater management" means the planning, acquisition, design, construction, regulation, improvement, repair, rehabilitation, maintenance, and operation of property, facilities and programs relating to water, flood plains, flood control, grading, erosion, conservation, riparian buffers and sediment control.

"Stormwater management fund" or *"fund"* means the fund created by this ordinance to operate, maintain, and improve the city's stormwater system.

"Stormwater system" or *"System"* means all stormwater facilities, stormwater drainage systems and flood protection systems of the City and all improvements thereto which operate to, among other things, control discharges and flows necessitated by rainfall events; and incorporate methods to collect, convey, store, absorb, inhibit, treat, prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.

"*Stormwater utility*" is a management structure that is responsible solely and specifically for the stormwater management program and system.

"*Stream*" means a surface water that is not a wet weather conveyance. [Rules and Regulations of the State of Tennessee, Chapter 0400-40-03-.04(31)]

"*Undeveloped property*" means property that is in its natural state and has not been developed; does not have impervious surfaces on it.

"*User(s)*" means for developed non-exempt property the person listed as receiving utility service or, if there is no such service or person listed, the property owner. It may also mean the property owner of property with multiple utility service accounts on such property.

"*Vacant*" is property on which there is no structure for which a certificate of occupancy has been issued.

- (1) *General - Legislative findings and policy.* The City of Mt. Juliet finds, determines and declares that the stormwater system, which provides for the collection, treatment, storage and disposal of stormwater, provides benefits and services to all property within the incorporated City of Mt. Juliet limits. Such benefits include, but are not limited to: the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of stormwater, the reductions of hazards to property and life resulting from stormwater runoff, improvements in general health and welfare through reduction of undesirable stormwater conditions, and improvements to water quality in the stormwater and surface water system and its receiving waters of the state all of which are managed by the Director - Public Works and Engineering as part of the Municipal Separate Storm Sewer System (MS4) Program.

The objective of this ordinance is to promote the public health, safety and general welfare of the City of Mt. Juliet, Tennessee ("City") and its citizens in compliance with the Federal Clean Water Act, 33 U.S.C. 1251 et seq., and Tennessee Code Annotated, § 68-221-1101 et seq. which require municipalities to implement stormwater management programs, within prescribed time frames, to regulate stormwater discharges to protect water quality; establish adequate systems of collection, conveyance, detention, treatment and release of stormwater; reduce hazards of property and life resulting from stormwater runoff; and enable municipalities to fix and require payment of fees for the privilege of discharging stormwater. The City finds that a stormwater management system which provides for the treatment of stormwater is of benefit and provides services to all property within the City.

- (2) *Creation of stormwater utility and stormwater management fund.* To achieve the purposes of the Federal Clean Water Act and T.C.A. § 68-221-1101 et seq., there is created a stormwater utility and a stormwater special revenue fund known as the Mt. Juliet Stormwater Management Fund to fund the stormwater utility in and for the City within the Public Works Department. The stormwater utility, pursuant to the policy that may be established by the City Commission and under the general supervision and control of the Director - Public Works and Engineering, with the participation and assistance of other city departments, may:
- (a) Administer the acquisition of property for and the design, construction, maintenance and operation of the stormwater utility system, including capital improvements designated in the capital improvement program;
 - (b) Administer and enforce this ordinance and all regulations and procedures adopted relating to the design, construction, maintenance, rehabilitation, operation and alteration of the utility stormwater system, including, but not limited to, the quantity, quality and/or velocity of the stormwater conveyed thereby;
 - (c) Advise the City Commission and other city departments on matters relating to the utility;
 - (d) Prepare and revise a comprehensive drainage plan for adoption by the City Commission;
 - (e) Review plans and approve or deny, inspect and accept extensions and connections to the system;

-
- (f) Enforce regulations to protect and maintain water quality and quantity within the system in compliance with water quality standards established by state, regional and/or federal agencies as now adopted or hereafter amended; or
 - (g) Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, civil penalties and other revenues of the utility.
- (3) *Administering Entity.* The Stormwater Utility shall be part of the City of Mt. Juliet's Public Works Department. The Stormwater Utility, under the direction and supervision of the Director - Public Works and Engineering or designee, shall administer the provisions of this Stormwater Utility Ordinance.
- (4) *Funding of Stormwater Utility.* Funding for the Stormwater Utility's activities may include, but not be limited to, the following:
- (a) Stormwater user fees;
 - (b) Civil penalties and damage assessments imposed for or arising from the violation of the City of Mt. Juliet Stormwater Ordinance;
 - (c) Land Disturbance Permit, stormwater review, and inspection fees; and other associated fees established in Sec 12. - Stormwater Fees;
 - (d) Other funds or income obtained from federal, state, local, and private grants, or revolving funds, and from the Local Government Public Obligations Act of 1986 (Tennessee Code Annotated, title 9, chapter 21).

To the extent that the stormwater user fees collected are insufficient to construct needed stormwater drainage facilities, the cost of the same may be paid from such City of Mt. Juliet funds as may be determined by the City Commission.

- (5) *Stormwater Management Fund.* All revenues generated by or on behalf of the Stormwater Utility shall be deposited in a Stormwater Management Fund and used to fulfill the purposes of the Stormwater Utility.
- (6) *Operating Budget.* The City Commission shall adopt, based on a recommendation from the Director - Public Works and Engineering, an operating budget for the Stormwater Management Fund each fiscal year. The operating budget shall set forth for such fiscal year the estimated revenues and the estimated costs for operations and maintenance, extension and replacement and debt service.
- (7) *Stormwater User's Fees Established.* There shall be imposed on each and every property in the City of Mt. Juliet, except exempt property, a stormwater user fee, which shall be set from time to time by ordinance or resolution in the fee schedule as adopted by the City of Mt. Juliet. Prior to establishing or amending the stormwater user fee, the City of Mt. Juliet shall advertise its intent to do so by publishing notice in a newspaper of general circulation in the city at least 30 days in advance of the meeting of the City Commission at which the fees are considered for adoption or amendment.
- (8) *Base Rate.* The City Commission shall establish the base rate for the stormwater user's fees. The base rate will be calculated to provide adequate revenues to fund the costs of stormwater management and to provide for the acquisition, operation, maintenance, rehabilitation and capital improvements of the stormwater utility in the city. The base rate is set forth by ordinance or resolution and will be charged to customers on a monthly basis.

The base rate for stormwater user's fees is \$5.40 per month per Equivalent Residential Unit (ERU).

- (9) *Equivalent Residential Unit (ERU).*
 - (a) There is established, for purposes of calculating the stormwater user's fees, the equivalent residential unit (ERU).

- (b) The ERU is the average square footage of the impervious surface area of all residential dwelling units in the City of Mt. Juliet.
 - (c) The equivalent residential unit (ERU) is hereby established as 3,050 square feet of impervious surface area.
 - (d) The City Commission will have the discretion to determine the source of the data from which the ERU is established, taking into consideration the general acceptance and use of such source on the part of other stormwater systems, and the reliability and general accuracy of the source.
 - (e) The ERU shall be evaluated by the Stormwater Utility as necessary, but the ERU should be evaluated at least every five years.
- (10) *Property Classification for Stormwater User Fees.* For purposes of determining the stormwater user's fee, all properties in the City of Mt. Juliet are classified into one of the following categories:
- (a) Residential property fee. The City Commission finds that the monthly stormwater management fees for residential property will be based on the average amount of impervious surface for all residential dwelling units in the City, which is known as an ERU. The stormwater user fee for residential property will be determined based on the number of dwelling units associated with the residential billing account. For example, a residential account with one dwelling unit will be assigned one ERU. A residential account with two dwelling units will be assigned two ERUs.
 - (b) Non-residential property fee. The fee for developed property that is not residential property in the City will be the base rate multiplied by the numerical factor obtained by dividing the total impervious area (square feet) of the property by one ERU, rounded to the nearest tenth ($\frac{1}{10}$). The minimum value shall not be less than one equivalent residential unit.

Classification	Number of SFUs	Stormwater User's Fee Monthly Rate
Non-Residential Property - Commercial, industrial, institutional, recreational, cultural, churches, parking lots, etc.	Variable depending on amount of impervious surface area	\$5.40 per ERU per month with a minimum fee of no less than \$5.40 per month

- (c) Exempt property. The following property is exempt from the stormwater user's fee:
 - i) Property which stormwater runoff is not discharged into or through the stormwater flood control facilities, or both, of the City.
 - ii) Owners and/or operators of agricultural property, in the City, upon which the owner and/or operator conducts activities that enable the owner and/or operator to satisfy the requirements of a qualified farmer or nurseryman, as defined in Tennessee Code Annotated, Section 67-6-207.
 - iii) Undeveloped property that is not altered from its natural state.
 - iv) Developed property with less than 500 total square feet of impervious surface area per individual lot.
 - v) Improved public transportation ways, including public streets, roads, sidewalks, mobility paths, greenways and trails, airport runways, and internal roads within public facilities which have been conveyed to the City and are used by the general public for motor vehicle transportation.
 - vi) Railroad tracks, provided, however, railroad stations, maintenance buildings or other developed land will not be exempt from stormwater user fees.

(11) *Payment of Stormwater User's Fees.* Except as otherwise provided in this section, stormwater user's fees for a non-exempt property that receives utility service from the City will be sent to the person named on the account, who shall be responsible for the payment of such fees. For developed property having no utility service, the stormwater user's fees will be sent to the property owner, who shall be responsible for the payment of such fees. Where multiple utility service accounts exist on a single property, the stormwater user's fees may, for good cause shown at the discretion of the City, be sent to the property owner, who shall be responsible for the payment of such fees.

(12) *Billing Procedures, Delinquent Bills and Penalties for Late Payment.*

- (a) The stormwater user's fee must be set at a rate, and collected on a schedule, established by ordinance or resolution.
- (b) Stormwater user's fees will be paid to the City of Mt. Juliet - Sewer Billing Department (acting as the collection agency for the City) by any method allowed by the Mt. Juliet - Sewer Billing Department and shall become delinquent after the due date shown on the bill. If a customer does not have utility service with the City of Mt. Juliet - Sewer Billing Department, the City may bill the owner of such property directly through a separate billing process. Such bills are subject to the same delinquency policy established herein.
- (c) Stormwater user's fees shall be subject to a late payment penalty. The late payment penalty shall be applied in the same manner as City of Mt. Juliet - Sewer Billing Department's rules and regulations as it relates to utility bills.
- (d) Whenever the stormwater utility fee for a property becomes delinquent as set forth in the collection process established by the City of Mt. Juliet - Sewer Billing Department, the delinquent fee together with the outstanding penalties shall become and constitute a lien upon the parcel.
- (e) The City shall be entitled to recover reasonable attorney's fees and costs incurred in collecting delinquent stormwater user's fees. Any charge due under this ordinance which shall not be paid may be recovered at law by the City.
- (f) Pursuant to Tennessee Code Annotated, Section 68-221-1112, each bill for stormwater user's fees will contain the following statement in bold:

THIS FEE HAS BEEN MANDATED BY CONGRESS.

(13) *Stormwater User Fee Credit and Adjustment Policy.* Adjustments may be requested for errors or omissions on the customer's stormwater user fee. Request for adjustment due to error or oversight of the stormwater user's fee must be submitted to the City within 30 days from the date of the last bill containing the customer's stormwater user fee. Any appeal for adjustment shall be filed in writing and shall state the grounds for the appeal. The Director - Public Works and Engineering may request additional information from the appealing party. Adjustments will be determined on the basis of the number of dwelling units or amount of impervious surface area on the property. The Director - Public Works and Engineering shall notify the appealing party in writing of the decision. Adjustments can also be made by the City should the City identify an error or oversight, provided the City notifies the customer in advance of the adjustment.

The City of Mt. Juliet will provide a system of credits to reduce stormwater user fees for properties on which stormwater control measures substantially mitigates the peak discharge, runoff volume and/or runoff pollution flowing from such properties or substantially decreases the City's cost of maintaining the stormwater management system.

The Public Works Department will develop written procedures to implement the credit system. No credit will be authorized until the City Commission approves such written policies to implement the system of credits; a copy of the approved procedures will be on file with the Public Works Department. The procedures may allow credits retroactively for no more than one past year. Any reimbursement granted due to a credit will be reimbursed

through the utility billing system. Credits cannot exceed the stormwater utility charge for the customer. Nothing herein will prevent the City Commission from modifying the adopted system of credits, and such modifications may apply to holders of existing credits.

(Ord. No. 2022-62 , 11-28-2022)



Mt. Juliet, Tennessee

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

Staff Report

File #: 0683
12.H.

Agenda Date: 6/10/2024

Agenda #:

Title:

**AN ORDINANCE TO AMEND MT. JULIET CITY CODE CHAPTER 2, ARTICLE XIII
CODE OF ETHICS, SECTION 2-351 USE OF POSITION OR AUTHORITY TO
REMOVE (D)**

ORDINANCE 2024 –

AN ORDINANCE TO AMEND MT. JULIET CITY CODE CHAPTER 2, ARTICLE XIII CODE OF ETHICS, SECTION 2-351 USE OF POSITION OR AUTHORITY TO REMOVE (D)

WHEREAS, the City of Mt. Juliet Board of Commissioners and the Ethics Commission held a Joint Work Session on May 29, 2024; and

WHEREAS, it was agreed to remove Section 2-351 Use of Position or Authority (d) in its entirety; and

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, Section 2-351 Use of position or authority is removed as follows:

Remove (d) in its entirety

(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.

BE IT FURTHER ORDAINED

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

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

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

PASSED: _____

James Maness, Mayor

FIRST READING: _____

SECOND READING: _____

ATTEST:

Sheila S. Lockett, MMC
City Recorder

Kenneth D. Martin, City Manager

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney

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

- (a) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.
- (b) An official or employee may not 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.
- (c) Nothing in this article shall be interpreted to prevent an official from making inquiry, or discussing with, an employee the applicable laws, codes, or policies affecting any matter before, within, or under consideration by, the city.

(d)

(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)



Mt. Juliet, Tennessee

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

Staff Report

File #: 0701

Agenda Date: 6/10/2024

Agenda #: 12.I.

Title:

AN ORDINANCE AMENDING ORDINANCE 2024-05 PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE III, USE REGULATIONS ADDING SECTION 3-108, TEMPORARY EVENTS, USES AND PORTABLE BUILDINGS, TO INCLUDE MOBILE FOOD VENDOR (FOOD TRUCKS) REGULATIONS FOR RESIDENTIAL AND INDUSTRIAL DISTRICTS

ORDINANCE 2024 - 05

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE III, USE REGULATIONS ADDING SECTION 3-108, TEMPORARY EVENTS, USES AND PORTABLE BUILDINGS, TO INCLUDE MOBILE FOOD VENDOR (FOOD TRUCKS) REGULATIONS FOR RESIDENTIAL AND INDUSTRIAL DISTRICTS

WHEREAS, the City of Mt. Juliet recognizes the practical benefits of allowing mobile food vendors to operate within residential and industrial districts in the city limits; and

WHEREAS, the City's Zoning Ordinance does not currently provide regulations regarding mobile food vendors outside of temporary commercial events; and

WHEREAS, the Planning Commission considered this request during their meeting of April 20, 2023 and recommended approval, to the Board of Commissioners; and

WHEREAS, the Board of Commissioners desires to adopt mobile food vendor regulations for residential and industrial zoning districts.

WHEREAS, this ordinance will become effective on August 15, 2023 and sunsets on July 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee, while in regular session on January 1, 2024 that mobile food vendor regulations be adopted as described in Exhibit A below.

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.

EXHIBIT A

Sec. 3-108. – Temporary events, Mobile Food Service Vehicle operations for residential and industrial districts.

- I. *Definitions.* The following definitions shall apply to the requirements of this section and are not intended to have general application to the Zoning Ordinance or other City regulations. Further, any uses permitted by this Section 3-108 are not subject to

Sections 3-102, 3-103, or 3-106 of the Zoning Ordinance. This Section 3-108 shall not apply to uses listed elsewhere in the Zoning Ordinance.

Amenity Center: A recreational facility including, but not limited to, clubhouse, pool, playground, open space, etc. for the use of private residents or homeowners associations and their guests.

Canteen truck: means a vehicle that operates to provide food services to workers at locations where access to such services is otherwise unavailable or impractical; from which the operator sells food and beverages that require no on-site preparation or assembly other than the heating of pre-cooked foods; and is not advertised in any form to the general public except by virtue of signage on the vehicle. Products sold from canteen trucks may include fruits, vegetables, pre-cooked foods such as hot dogs, pre-packaged foods and pre-packaged drinks.

Commissary: means an establishment or facility in a fixed location that is used for the storage of supplies for a mobile food service vehicle, the preparation of food to be sold or served at a mobile food service vehicle, or the cleaning or servicing of a mobile food service vehicle or the equipment used in conjunction with a mobile food service vehicle.

Edible food products: means those products that are ready for immediate consumption, including prepackaged food and food cooked, prepared or assembled on-site. The term "edible food products" does not include fresh produce unless the produce has been packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared for consumption.

Food truck: means a vehicle from which edible food products are cooked, prepared or assembled with the intent to sell such items to the general public, provided further that food trucks may also sell other edible food products and beverages that have been prepared or assembled elsewhere. Food truck operators may market their products to the public via advertising, including social media.

Ice cream truck: means a vehicle from which the operator sells only pre-packaged frozen dairy or water-based food products and pre-packaged beverages. For purposes of this article, a non-motorized cart from which such products are sold shall be considered an ice cream truck.

Location: means any single property parcel or any combination of contiguous parcels that are owned or controlled by a single entity or affiliated entities.

Major road: For the purposes of this section, major roads are: North and South Mt. Juliet Rd. (State Hwy. 171), Old Lebanon Dirt Road, Division Street, Adams Lane (from Mt. Juliet Road to Crossings Blvd.), Providence Parkway, Belinda Parkway (east to

Providence Trail), Central Pike, Beckwith Road, Nonaville Road, Golden Bear Gateway, and Lebanon Road (US Highway 70), or any road classified as an arterial street in the Major Thoroughfare Plan, as amended. Staff reserves the right to revise this list as deemed necessary.

Mobile Food Service Vehicle: a food truck, canteen truck or ice cream truck and includes any portable unit that is attached to a motorized vehicle and intended for use in the operation of a food truck, canteen truck or ice cream truck.

Mobile vendor: shall mean a person, corporation, company, or business that sells or offers for sale new goods, wares, merchandise, beverages or food stuffs of any kind or nature whatsoever from cart, or other mobile vehicle designed for preparing or selling these products.

Mobile food vendor: means a mobile vendor which operates a mobile food service vehicle.

Mobile food vendor permit: means a permit issued by the city for the operation of a mobile food service vehicle.

Neighborhood Community Event means a non-commercial event located within a residential subdivision which may be open to the public and which is approved by the Planning Director/City Administrator by permit. Community events are to be held on private property within residential developments. A neighborhood community event must be determined by the Planning Director/City Administrator to provide an overall community benefit and must be sponsored by the HOA or a group of homeowners or other organization, not one individual.

Operate: means to sell food, beverages, and other permitted items from a mobile food service vehicle and includes all tenses of the word.

Operator: means any person operating or permitted to operate a mobile food service vehicle.

Permit administrator: means the city's planning and codes director or a person designated by the planning and codes director to oversee the issuance, suspension and revocation of mobile food vendor permits and food truck rally permits.

Portable building: Includes, but is not limited to, recreational vehicles, tents, carts, kiosks, and construction trailers.

Portable toilet: A portable or mobile toilet can be moved around and typically doesn't require existing infrastructure.

Sponsor: The applicant and/or operator of the temporary event for whom the temporary event request is approved, and who is responsible for ensuring conformance with City and other regulations, and is the point of contact for the business or organization.

Temporary event/use: An activity limited in duration, as defined herein, that does not require the issuance of a regular City of Mt. Juliet Business Tax License. In this context the term event and use is used interchangeably.

Vehicle: means every device in, upon or by which any person or property may be transported or drawn upon a street, including devices moved by human power.

II. *Mobile food service vehicle operations.* The City recognizes the practical benefits of allowing mobile food vendors to operate within City limits and hereby establishes these regulations for their operation and for the health, safety, and welfare of the public.

A. Generally. It is a violation to operate a mobile food service vehicle at any location except in compliance with the requirements of this article.

1. Mobile food service vehicle operators must comply with all federal, state and local licensing and permitting regulations and all business tax, sales tax and other tax requirements.
2. The Planning Director, or their designee is hereby authorized to promulgate rules and regulations supplemental to the provisions herein for the purpose of carrying out the administration and enforcement of such provisions.

B. Locations and hours of operation

1. Food trucks.

- a. *Right-of-way/public property.* Food trucks may not operate within the public right-of-way or on any city property except as may be specifically allowed by the city. When allowed in the public right-of-way, a food truck must be positioned so as to comply with the requirements of this ordinance. Food trucks may not operate on property owned by a public entity other than the city unless specifically allowed by such public entity. No unattended food truck shall be left at any time in the right-of-way or parked on any other public property overnight.
- b. *Private property.* A food truck with a current mobile food vendor permit may operate on private property in any residential or industrial zone, subject to the following conditions:
 - i. *Permission.* Food trucks selling to the public from private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.

- ii. *Unimproved properties.* Regardless of any agreement with the owner of the property, a food truck may not operate on an unimproved parcel. For purposes of this section, a parcel is considered "improved" if it contains a building that may be occupied pursuant to applicable building codes.
- iii. *Maximum number of food trucks.* No more than two (2) mobile food service vehicles may operate at any one location.
- iv. *Placement on lot.* Food truck operations, including any canopies, signage, equipment, and seating areas, may not occupy more than four parking spaces per food truck. Food trucks not parked within designated parking spaces shall not block fire lanes, designated traffic lanes or ingress or egress to or from a building or street.
- v. *Residential neighborhoods.* In residentially zoned districts with open space/amenity center, food truck(s) must operate at the amenity area. For residentially zoned districts without open space or amenity centers, food trucks may park on private property on non—collector streets. Neighborhood Community Events are restricted to no more than two (2) consecutive days and are limited to twelve (12) Neighborhood Community Events per year.
- vi. *Public Restrooms.* If a Mobile Food Service Vendor is operating in the same location for more than four (4) consecutive hours, ADA compliant public restrooms shall be made available. Should the HOA, allow amenity center usage, a signed restroom accessibility agreement is required for access of facilities within 450' of the vending location. For developments without HOA/amenity centers, ADA compliant portable toilets shall be required, within 450' of the vending location. For industrial districts, a signed restroom accessibility agreement is required for access of facilities within 450' of the vending location, or provide ADA compliant portable toilets.
- c. *Hours of operation.* In residentially zoned districts food trucks may operate beginning at 3:00pm and ending at 10:00pm Monday -Friday and 10:00am-10:00pm Saturday and Sunday. unless otherwise restricted by the operator's mobile food vendor permit or by the property owner. In industrially zoned areas utilized for warehousing and distribution, food trucks may operate during all shifts due to the nature of these businesses, however proposed operation times are subject to city approval.

2. *Canteen trucks.*

- a. Canteen trucks may not operate within any other public right-of-way or on any city property except as may be specifically allowed by the city. When allowed in the public right-of-way, a canteen truck must be positioned so as to comply with the requirements of this ordinance. Canteen trucks may not operate on property owned by a public entity other than the city unless specifically allowed by such public entity. No unattended canteen truck shall be left at any time in the right-of-way or parked on any other public property overnight.

- b. *Private property.* A canteen truck with a current mobile food vendor permit may operate in any residential or industrial zone on private property, subject to the following conditions:
- i. *Permission.* Canteen trucks operating on private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.
 - ii. *Placement on lot.* Canteen trucks shall not block fire lanes, designated traffic lanes or ingress or egress to or from a building or street.
 - iii. *Maximum number of trucks.* No more than two (2) mobile food service vehicles may operate at any one location.
 - iv. *Placement on lot.* Food truck operations, including any canopies, signage, equipment and seating areas, may not occupy more than four parking spaces per food truck. Food trucks not parked within designated parking spaces shall not block fire lanes, designated traffic lanes or ingress or egress to or from a building or street.
 - v. *Residential neighborhoods.* In residentially zoned districts with open space/amenity center, food truck(s) must operate at the amenity area. For residentially zoned districts without open space or amenity centers, food trucks may park on private property on non—collector streets. Neighborhood Community Events are restricted to no more than two (2) consecutive days and are limited to twelve (12) Neighborhood Community Events per year.
 - vi. *Public Restrooms.* If a Mobile Food Service Vendor is operating in the same location for more than four (4) consecutive hours, ADA compliant public restrooms shall be made available. Should the HOA, allow amenity center usage, a signed restroom accessibility agreement is required for access of facilities within 450' of the vending location. For developments without HOA/amenity centers, ADA compliant portable toilets shall be required, within 450' of the vending location. For industrial districts, a signed restroom accessibility agreement is required for access of facilities within 450' of the vending location or provide ADA compliant portable toilets.
 - vii.
- c. *Hours of operation.* Canteen trucks may operate beginning at 3:00pm ending at 10:00pm Monday – Friday and 10:00am and ending at 10:00pm on Saturday and Sunday unless otherwise restricted by the operator's mobile food vendor permit. In industrially zoned areas utilized for warehousing/distribution, canteen trucks may operate during all shifts due to the nature of these businesses, however proposed operation times are subject to city approval.

3. *Ice cream trucks.*

- a. *Right-of-way/public property.* An ice cream truck with a current mobile food vendor permit may operate from the right-of-way at any one

location for no more than 15 minutes before relocating to another location not less than one-quarter mile from the previous location. When operating in the public right-of-way, an ice cream truck must be positioned so as to comply with the requirements of this ordinance. Ice cream trucks may not operate on any other property owned by the city or another public entity except as may be specifically allowed by the city or other public entity. No unattended ice cream truck shall be left at any time in the right-of-way or parked on any other public property overnight.

- b. *Private property.* An ice cream truck with a current mobile food vendor permit may operate on private property in any residential or industrial zone, subject to the following conditions:
 - i. *Permission.* Ice cream trucks operating on private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.
 - ii. *Unimproved properties.* Regardless of any agreement with the owner of the property, an ice cream truck may not operate on an unimproved parcel. For purposes of this section, a parcel is considered "improved" if it contains a building that may be occupied pursuant to applicable building codes.
 - iii. *Placement on lot.* Ice cream trucks shall not block fire lanes, designated traffic lanes or ingress and egress to and from a building or street.
 - iv. *Maximum number of trucks.* No more than two (2) mobile food service vehicles may operate at any one location.
- c. *Hours of operation.* Ice cream trucks may operate in residentially zoned and industrially zoned districts beginning at 11:00 a.m. and ending at sunset unless otherwise restricted by the operator's mobile food vendor permit.

C. Operating requirements

1. Vehicle requirements.

- a. *Design and construction.* Mobile food service vehicles must be specifically designed and constructed for the purpose of preparation and sale of the specific type of food being sold and may not operate in any manner that is not compatible with the purpose for which the vehicle has been designed and constructed.
- b. *Licensing.* Mobile food service vehicles must be licensed and equipped in accordance with the rules and regulations of all local, state and federal agencies having jurisdiction over such vehicles. The preparation and sale of food from mobile food service vehicles must comply with all applicable local, state and federal laws and regulations.

2. Right-of-way.

- a. Mobile food service vehicles other than ice cream trucks may not operate, stop, stand or park in any area of the right-of-way that is intended for use by vehicular travel, except in the event of a street closure for a special event.

Mobile food service vehicles, including ice cream trucks, may not operate, stop, stand or park that in any way violates the provisions of City codes, impedes the flow of traffic, interferes with ingress or egress to or from any property or presents an unsafe condition for patrons, pedestrians or other vehicles.

- b. Mobile food service vehicles shall park facing the same direction as traffic, at a distance of no more than 18 inches between the curb face or edge of pavement and with the service window of the vehicle facing the curb or edge or pavement.
3. *Business access.* No mobile food service vehicle may operate in a location that:
 - a. Impedes the ingress to or egress from another business or otherwise causes undue interference with access to another business; or
 - b. Blocks the lawfully placed signage of another business.
 - c. Prevents access to another business by emergency vehicles.
4. *Pedestrians.* If on or adjacent to a sidewalk, the components of a mobile food service vehicle's operations, including signage, seating areas and patron queue may not reduce the clear pedestrian path of travel on the sidewalk to less than six feet. All awnings or canopies of the vehicle shall be at least six feet, eight inches above the sidewalk.
5. *Distance between units.* A mobile food service vehicle may not operate within three feet of any other mobile food service vehicle.
6. *Safety and fire prevention.* All cooking, heating and electrical equipment and all cooking practices must comply with applicable safety regulations, including applicable fire and electrical codes and any other safety requirements imposed by the city's fire department. No cooking equipment other than a heating apparatus compliant with applicable safety regulations may be used in a canteen truck. No cooking or heating equipment may be used in an ice cream truck. All mobile food service vehicles must be equipped with fire extinguishers that are inspected annually and certified as meeting National Fire Protection Association standards. No power cord, cable or equipment shall be extended across any public street, sidewalk or other public property.
7. *Noise.* No sounds that are prohibited by City codes may be produced by a mobile food service vendor's operations.
8. *Lights.* No mobile food service vehicle shall emit light, other than lights provided from the factory to be used for operating the vehicle at night, nor shall any mobile food service vendor use lighting to draw attention to the mobile food service vehicle operations
9. *Support methods.* No mobile food service vendor may use stakes, rods or any other method of support related to the mobile food service vehicle's operation that must be drilled, driven or otherwise fixed into or onto asphalt, pavement, curbs, sidewalks or buildings.
10. *Spills.* To prevent discharges into waterways, drainage systems or public sewer systems, each mobile food service vehicle shall comply with all stormwater regulations of the city and all regulations regarding prohibited discharges to public

- sewers. In addition, each vehicle shall have a spill response plan to contain and remediate any discharge from the vehicle.
11. *Waste collection.* The area in which a mobile food service vehicle operates must be kept neat and orderly at all times. Operation of a mobile food service vehicle in an area is deemed acceptance by the operator of the responsibility for cleanliness of the area surrounding the operations (not less than 50 feet from all parts of the vehicle) regardless of the occurrence or source of any waste in the area. During each period of operation at a location, the operator must provide proper trash receptacles for public use that are sufficient and suitable to contain all trash generated by the mobile food service vehicle. All trash receptacles must be emptied when full, and all waste must be removed prior to departure of a mobile food service vehicle from a location.
 12. *Pedestrian service only.* Mobile food service vehicles shall serve pedestrians only. Drive-through or drive-in service is prohibited.
 13. *Signage.* Signage for each mobile food service vehicle shall be limited to signs on the exterior or interior of the vehicle and one sandwich board sign. All signs on the exterior of the vehicle shall be secured and shall not project more than six inches from the vehicle. One sandwich board sign may be placed outside the mobile food service vehicle, provided that the base of a sandwich board sign must be placed no further than two feet beyond the mobile food service vehicle. Sandwich board signs shall not exceed eight square feet per side or 48 inches in height and shall not obstruct or impede pedestrian or vehicular traffic.
 14. *Alcohol sales.* Food trucks may not sell alcoholic beverages, except as may be specifically allowed by applicable state law and city ordinance. Canteen trucks and ice cream trucks are prohibited from selling alcoholic beverages.
 15. *Insurance.*
 - a. Mobile food service vehicles must maintain all motor vehicle insurance coverage required by applicable state and federal laws and regulations.
 - b. Mobile food service vehicles operating on city property other than the right-of-way shall at all times maintain such further insurance coverage as may be required by the city manager. In the event the required coverage is not properly maintained, permission to operate on city property will be immediately revoked.
 16. *Exterior cooking equipment.* Any food preparation equipment outside of the mobile food service vehicle shall not obstruct vehicular or pedestrian traffic, and the use and operation of such equipment shall not create safety hazards for the public. Food shall not be served to customers directly from any outside food preparation equipment. Any smoker or other exterior equipment that generates heat shall be surrounded with at least three traffic safety cones.
 17. *Commissary.* A commissary, as defined in this article, shall not be located in any residential zoning district unless permitted as a home occupation in compliance with code requirements.
 18. *Overnight Parking.* Mobile Food Service Vehicles shall NOT be parked overnight on property where operations of food vending occurs.

D. Mobile food vendor permits

1. *Required.* The designated permit administrator shall oversee the issuance, suspension and revocation of mobile food vendor permits. No mobile food service vehicle may operate within the city without a mobile food vendor permit issued by the city. A mobile food vendor permit authorizes the holder only to engage in the vending of products from a mobile food service vehicle in compliance with this ordinance and as specified on the permit. The mobile food vendor permit must be prominently displayed when the mobile food service vehicle is in operation. This section shall not apply to contractual arrangements between a mobile food service vehicle operator and any individual, group or entity for pre-arranged catering at a specific location for a period of not more than four hours, provided that the mobile food service vehicle is not open to or serving the general public.
 - a. *Application.*
 - i. In order to obtain a mobile food vendor permit, a mobile food service vehicle operator must complete an application form provided by the city. The application shall include the following information:
 - ii. Name and address of the owner of the vehicle.
 - iii. Name and address of the operator of the vehicle.
 - iv. Color photographs of the exterior (front, side, and back) of the vehicle in its final condition and with all markings under which it will operate.
 - v. A copy of the vehicle license and registration form reflecting the vehicle identification number (VIN) of the vehicle.
 - vi. A copy of the state or county health department license or permit applicable to mobile food providers.
 - vii. A copy of any alcoholic beverage licenses, if applicable.
 - viii. A copy of the operators business license.
 - ix. A certificate of insurance coverage, including required motor vehicle insurance coverage.
 - x. A signed acknowledgement that the operator has read this article and will comply with all applicable requirements herein.
 - xi. Property owner permission, in writing.
 - xii. Any additional information required by the permit administrator.
 - b. Submittal of an application for a mobile food vendor permit must be accompanied by payment of an application fee in the amount of \$100 per year per mobile food service vehicle.
 - c. Each mobile food vendor permit holder shall have an ongoing duty to provide the city with notice of any change to any of the information submitted with its permit application, including current photographs of the mobile food service vehicle in the event of any change in the appearance of or signage on the vehicle.
2. *Issuance.* A mobile food vendor permit shall be issued upon verification that an application has been completed in accordance with the requirements of this section, except that no such permit will be issued to an operator whose permit is currently suspended or has been revoked within the preceding 12 months, or to any person

who intends to operate the same mobile food service vehicle for which the operator's permit is currently suspended or has been revoked within the preceding 12 months. If the permit administrator denies the application, such denial shall be in writing and provided to the applicant within 15 days of receipt of the application.

3. *Expiration.* The fee for renewal shall be the same as the application fee for a new mobile food vendor permit once the existing permit has expired.
4. *Transferability.* A mobile food vendor permit may not be transferred except as part of the sale of a controlling interest in a business holding the permit or a sale of substantially all of the assets of a business holding the permit. The operator of the mobile food service vehicle shall notify the city within ten days of any such sale and shall update any information that has been changed since the submittal of the application for the mobile food vendor permit.

E. Enforcement

1. *Citation.* Each of the following circumstances constitute a violation of this ordinance, for which a citation may be issued by a codes enforcement officer, the permit administrator or police officer of the city:
 - a. Operation of a mobile food service vehicle without a current, valid permit, provided further that each day and each separate location at which a mobile food service vehicle operates without a current, valid permit shall be considered a separate violation.
 - b. Failure to comply with this Section 3-108 or any other provision of the Zoning Code or City Code, except Sections 3-102, 3-103, and 3-106 of the Zoning Ordinance.
2. *Responsibility for violations.* The city codes enforcement officers, permit administrator and police officers may, at their discretion in consideration of the situation, cite any of the individuals or entities listed below for any violation of the provisions of this ordinance:
 - a. The operator of a mobile food service vehicle.
 - b. An employee working at a mobile food service vehicle.
 - c. The owner of the property on which a mobile food service vehicle is operated.
3. *Suspension of permit.* A mobile food vendor permit shall be suspended by the permit administrator if:
 - a. The applicant for the permit knowingly provides false information on the application.
 - b. Two violations of this article occur within a six-month period in conjunction with the mobile food service vehicle for which the permit has been issued.
 - c. The operator of a mobile food service vehicle fails to maintain a current, valid vehicle registration, health department permit, business license or proof of required motor vehicle insurance coverage.
4. *Revocation of permit.* A mobile food vendor permit shall be revoked by the permit administrator if:
 - a. Four violations of this article have occurred within a 12-month period.

- b. A mobile food service vehicle is operated in an unlawful manner so as to constitute a breach of the peace or otherwise threaten the health, safety or general welfare of the public.
- 5. *Reinstatement.*
 - a. *Suspended permit.* An operator may reinstate a suspended mobile food vendor permit by taking such actions as may be necessary to correct a mobile food service vehicle's noncompliance and paying a reinstatement fee of \$500 to offset the city's cost of enforcement measures, inspections and compliance verifications.
 - b. *Revoked permit.* An operator whose mobile food vendor permit has been revoked may apply for a new permit after 12 months from the date of revocation, provided the operator has taken such actions as may be necessary to correct a mobile food service vehicle's noncompliance. The operator shall pay a permit reinstatement fee of \$500.00 to offset the city's cost of enforcement measures, inspections and compliance verifications.
 - c. No permit will be issued to any person who intends to operate the same mobile food service vehicle for which the operator's permit is currently suspended or has been revoked within the preceding 12 months.

Notice. Notice of the suspension or revocation of a mobile food vendor permit shall be issued to the operator in writing by the permit administrator.

F. Appeals

1. *Filing.* The denial, suspension or revocation of a mobile food vendor permit by the permit administrator may be appealed by filing a written notice of appeal, establishing the grounds for the appeal, with the city manager no later than ten business days following receipt of the notice of denial, suspension or revocation.
2. *City manager's review.* When an appeal is filed with the city manager as set forth herein, the city manager may request such additional information from the operator and the permit administrator as may be deemed necessary. At the city manager's discretion, the appeal may be decided based on the written information and documentation submitted, or a hearing may be scheduled with the operator and the permit administrator. The city manager's decision shall be issued in writing, based on a written summation of the pertinent facts, and shall be final. The city manager may reverse the denial, suspension or revocation of a permit, or may reduce the waiting period required for reinstatement of a revoked permit if it is determined that the operator has taken reasonable steps to mitigate the violations leading to the revocation and to prevent future violations.
3. *Refunds.* There shall be no refund of an application fee for a mobile food vendor permit that has been denied. There shall be no refund of a reinstatement fee for a suspended or revoked permit unless the city manager determines on appeal that the permit administrator acted in error in suspending or revoking the permit.


PASSED: 01/08/24


James Maness, Mayor

FIRST READING: 11/27/23

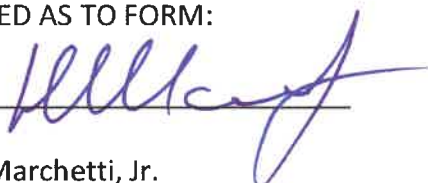
SECOND READING: 01/08/24

ATTEST:


Sheila S. Luckett, MMC
City Recorder


Kenny Martin, City Manager

APPROVED AS TO FORM:


L. Gino Marchetti, Jr.
City Attorney

ORDINANCE 2024

AN ORDINANCE AMENDING ORDINANCE 2024-05 PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE III, USE REGULATIONS ADDING SECTION 3-108, TEMPORARY EVENTS, USES AND PORTABLE BUILDINGS, TO INCLUDE MOBILE FOOD VENDOR (FOOD TRUCKS) REGULATIONS FOR RESIDENTIAL AND INDUSTRIAL DISTRICTS

WHEREAS, the City of Mt. Juliet recognizes the practical benefits of allowing mobile food vendors to operate within residential and industrial districts in the city limits; and

WHEREAS, this ordinance will amend the sunset date from July 31, 2024 until December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee, while in regular session on January 1, 2024 that mobile food vendor regulations be adopted as described in Exhibit A below.

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Gino Marchetti, City Attorney

Kenny Martin, City Manager



Mt. Juliet, Tennessee

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

Staff Report

File #: 0700
12.J.

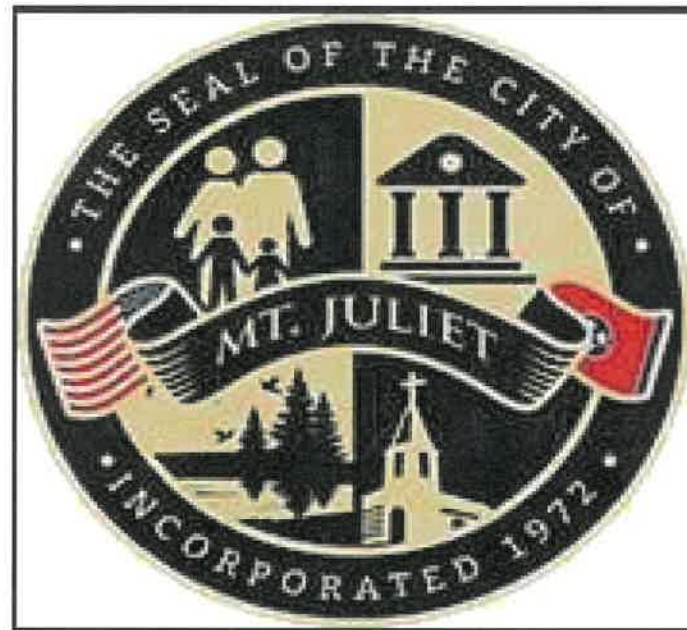
Agenda Date: 6/10/2024

Agenda #:

Title:

AN ORDINANCE OF THE CITY OF MT. JULIET, TENNESSEE ADOPTING THE ANNUAL BUDGET, PROPERTY TAX RATE AND SEWER RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

City of Mt. Juliet Fiscal Year 2024-2025 Budget Document



1st Reading
June 10, 2024

**City of Mt. Juliet
Budget Document
Fiscal Year Ending June 30, 2025
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ORDINANCE No. 2024-XX

AN ORDINANCE OF THE CITY OF MT. JULIET, TENNESSEE ADOPTING THE ANNUAL BUDGET, PROPERTY TAX RATE AND SEWER RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any monies regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Commissioners has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2025, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund 110	Fiscal Year 2023 Actual	Fiscal Year 2024 Estimate	Fiscal Year 2025 CM
Revenues			
Local Taxes	\$ 26,196,828	\$ 27,252,903	\$ 29,738,147
Permits and Fees	3,539,205	5,246,778	5,018,550
Fines and Forfeitures	1,156,075	1,144,894	1,145,750
Grants	10,300,293	714,686	182,100
Intergovernmental Revenue	7,607,474	7,617,224	8,008,425
Miscellaneous Revenue	233,547	187,107	100,550
Total Revenues	\$ 49,033,422	\$ 42,163,593	\$ 44,193,522
Appropriations			
General Government	\$ 7,011,473	\$ 8,399,031	\$ 13,116,496
Public Safety	19,126,601	24,794,295	30,845,475
Public Works	4,493,246	13,996,479	7,933,018
Parks and Recreation	4,059,704	4,037,633	2,761,604
Community Development	1,680,424	1,868,529	2,310,536
Transfers to Other Funds	5,030,823	8,841,140	22,437,081
Total Appropriations	\$ 41,402,271	\$ 61,937,108	\$ 79,404,211
Change in Fund Balance (Revenues - Appropriation)	7,631,151	(19,773,515)	(35,210,689)
Beginning Fund Balance July 1	59,338,648	66,969,799	47,196,284
Ending Fund Balance June 30	\$ 66,969,799	\$ 47,196,284	\$ 11,985,595
Ending Fund Balance as % of Appropriations	162%	76%	15%

State Street Aid Fund 121	Fiscal Year 2023 Actual	Fiscal Year 2024 Estimate	Fiscal Year 2025 CM
Revenues			
State Gasoline & Motor Fuel	\$ 1,369,212	\$ 1,381,292	\$ 1,415,050
Miscellaneous Revenue	94,041	26,306	25,000
Transfer from General Fund	0	1,000,000	750,000
Total Revenues	\$ 1,463,253	\$ 2,407,598	\$ 2,190,050
Appropriations			
Operations Recurring	\$ 1,721,658	\$ 2,376,678	\$ 2,340,000
Capital Outlays	-	-	-
Total Appropriations	\$ 1,721,658	\$ 2,376,678	\$ 2,340,000
Change in Fund Balance (Revenues - Appropriation)	(258,405)	30,920	(149,950)
Beginning Fund Balance July 1	524,265	265,860	296,780
Ending Fund Balance June 30	\$ 265,860	\$ 296,780	\$ 146,830
Ending Fund Balance as % of Appropriations	15%	12%	6%

Drug Fund 123		Fiscal Year 2023 Actual	Fiscal Year 2024 Estimate	Fiscal Year 2025 CM
Revenues				
Drug Related Fines		\$ 114,112	\$ 145,883	\$ 135,000
Sale of Seized Items		6,950	19,947	-
Miscellaneous Revenue		3,436	16,710	15,000
Total Revenues		\$ 124,498	\$ 182,540	\$ 150,000
Appropriations				
Operations Recurring		\$ 32,974	\$ 10,727	\$ 102,160
Capital Outlays		0	195,377	133,300
Total Appropriations		\$ 32,974	\$ 206,104	\$ 235,460
Change in Fund Balance (Revenues - Appropriation)		91,524	(23,564)	(85,460)
Beginning Fund Balance July 1		419,080	510,604	487,040
Ending Fund Balance June 30		\$ 510,604	\$ 487,040	\$ 401,580
Ending Fund Balance as % of Appropriations		1549%	236%	171%

Debt Service Fund 124		Fiscal Year 2023 Actual	Fiscal Year 2024 Estimate	Fiscal Year 2025 CM
Revenues				
Transfers from Other Funds		\$ 1,530,823	\$ 1,060,000	\$ 3,641,644
Impact Fees		334,605	352,008	340,000
Miscellaneous Revenue		1,519	8,779	10,000
Total Revenues		\$ 1,866,947	\$ 1,420,787	\$ 3,991,644
Appropriations				
Bond Interest		\$ 360,155	\$ 311,605	\$ 1,766,488
Bond Principal Redemption		990,000	1,055,000	2,215,000
Capital Note Interest		31,221	7,859	0
Capital Note Principal		351,897	292,141	0
Total Appropriations		\$ 1,733,273	\$ 1,666,605	\$ 3,981,488
Change in Fund Balance (Revenues - Appropriation)		133,674	(245,818)	10,156
Beginning Fund Balance July 1		221,988	355,662	109,844
Ending Fund Balance June 30		\$ 355,662	\$ 109,844	\$ 120,000
Ending Fund Balance as % of Appropriations		21%	7%	3%

Employee Benefits Fund 150	Fiscal Year 2023 Actual	Fiscal Year 2024 Estimate	Fiscal Year 2025 CM
Revenues			
City Contributions	\$ 2,281,080	\$ 3,832,847	\$ 4,378,009
Participant Contributions	\$ 686,280	\$ 972,890	\$ 982,848
Total Revenues	\$ 2,967,360	\$ 4,805,737	\$ 5,360,857
Appropriations			
Participant Claims & Expenses	\$ 3,582,486	\$ 4,759,067	\$ 5,163,884
Total Appropriations	\$ 3,582,486	\$ 4,759,067	\$ 5,163,884
Change in Fund Balance (Revenues - Appropriation)	(615,126)	46,670	196,973
Beginning Fund Balance July 1	1,505,558	890,432	937,102
Ending Fund Balance June 30	\$ 890,432	\$ 937,102	\$ 1,134,075
Ending Fund Balance as % of Appropriations	25%	20%	22%

Capital Projects Fund 300	Fiscal Year 2023 Actual	Fiscal Year 2024 Estimate	Fiscal Year 2025 CM
Revenues			
Grants	\$ 823,427	\$ 929,703	\$ 11,824,936
Interest and Other	595,097	1,979,578	1,500,000
Sale of Bonds/Notes	-	35,000,000	-
Transfers from Other Funds	3,500,000	6,500,000	18,045,437
Total Revenues	\$ 4,918,525	\$ 44,409,280	\$ 31,370,373
Appropriations			
Roads and Projects	\$ 8,330,833	\$ 18,198,851	\$ 65,581,648
Total Appropriations	\$ 8,330,833	\$ 18,198,851	\$ 65,581,648
Change in Fund Balance (Revenues - Appropriation)	(3,412,308)	26,210,429	(34,211,275)
Beginning Fund Balance July 1	11,463,154	8,050,846	34,261,275
Ending Fund Balance June 30	\$ 8,050,846	\$ 34,261,275	\$ 50,000
Ending Fund Balance as % of Appropriations	97%	188%	0%

Storm Water Fund 416	Fiscal Year 2023 Actual	Fiscal Year 2024 Estimate	Fiscal Year 2025 CM
Revenues			
Inspections	\$ 363,896	\$ 490,447	\$ 470,000
Storm Water Charges	791,631	2,450,118	2,300,000
Miscellaneous Revenue	997,411	73,998	51,500
Total Revenues	\$ 2,152,938	\$ 3,014,563	\$ 2,821,500
Appropriations			
Personnel	\$ 321,055	\$ 720,488	\$ 970,838
Operating	185,797	49,269	260,100
Capital Outlays	1,252,804	385,000	2,026,235
Total Appropriations	\$ 1,759,656	\$ 1,154,757	\$ 3,257,173
Change in Fund Balance (Revenues - Appropriation)	393,282	1,859,806	(435,673)
Beginning Fund Balance July 1	1,133,799	1,527,081	3,386,887
Ending Fund Balance June 30	\$ 1,527,081	\$ 3,386,887	\$ 2,951,214
Ending Fund Balance as % of Appropriations	87%	293%	91%

Sewer Fund 412	Fiscal Year 2023 Actual	Fiscal Year 2024 Estimate	Fiscal Year 2025 CM
Operating Revenues			
Sewer Charges	\$ 9,424,035	\$ 9,724,852	\$ 9,866,141
Miscellaneous Other Fees	21,300	26,371	30,000
Total Operating Revenues	\$ 9,445,335	\$ 9,751,224	\$ 9,896,141
Operating Expenses			
Administrative	\$ 1,851,023	\$ 1,930,112	\$ 2,624,352
Sewer Department	3,724,300	4,119,660	4,412,400
Depreciation	2,618,247	2,700,000	2,800,000
Total Operating Expenses	\$ 8,193,570	\$ 8,749,773	\$ 9,836,752
Operating Income (Loss)	\$ 1,251,765	\$ 1,001,451	\$ 59,389
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	\$ 343,058	\$ 595,971	\$ 550,000
Grants - Operating	2,742	2,500,000	-
Other Income	25,783	4,673	-
Expense: Debt Service - Interest Expense			
Total Nonoperating Revenue (Expenses)	\$ 371,583	\$ 3,100,643	\$ 550,000
Income (Loss) Before Capital Contributions and Transfers	\$ 1,623,348	\$ 4,102,094	\$ 609,389
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	\$ 756,949	\$ 1,302,785	\$ 800,000
Capital Contributions - Grants			
Capital Contributions - Other	6,836,750	-	1,000,000
Transfers In - from Other Funds			
Total Capital Contributions and Transfers	\$ 7,593,699	\$ 1,302,785	\$ 1,800,000
Beginning Net Position July 1	94,092,979	103,310,026	108,714,905
Ending Net Position June 30	\$103,310,026	\$ 108,714,905	\$ 111,124,295
Statutory Change in Net Position Reconciliation:			
Change in Net Position	\$ 9,217,047	\$ 5,404,879	\$ 2,409,389
Subtract:			
Capital Contributions - Tap Fees in Excess of Cost	\$ 756,949	\$ 1,302,785	\$ 800,000
Capital Contributions - Grants	-	-	-
Capital Contributions - Other	6,836,750	-	1,000,000
Transfers In - from Other Funds	-	-	-
Total amount subtracted for statutory change	\$ 7,596,441	\$ 3,802,785	\$ 1,800,000
Statutory Change in Net Position*	\$ 1,620,606	\$ 1,602,094	\$ 609,389
<p>* Note: A statutory negative Change in Net Position for two consecutive years will result in the local government's referral to the Water and Wastewater Financing Board.</p>			

SECTION 2: At the end of the fiscal year 2024, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balances at June 30, 2024
General Fund	\$ 47,196,284
State Street Aid Fund	\$ 296,780
Drug Fund	\$ 487,040
Debt Service Fund	\$ 109,844
Employee Benefits Fund	\$ 937,102
Capital Projects Fund	\$ 34,261,275
Sewer Fund	\$ 22,033,258
Storm Water Fund	\$ 3,386,887

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2024	FY2025 Principal Payment	FY2025 Interest Payment
Bonds				
2019 GO REFUNDING & FH BORROWING		\$ 2,840,000	\$ 950,000	\$ 97,000
2020 GO REFUNDING 2016 BONDS		\$ 7,560,000	\$ 165,000	\$ 163,405
2024 GO BONDS		\$ 31,800,000	\$ 1,100,000	\$ 1,506,083
Notes				
Capital Leases				

SECTION 4: During the coming fiscal year (2025) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Capital Projects	Proposed Capital Projects - Total Expense	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
NEW POLICE HEADQUARTERS	\$ 27,878,032	\$ 27,878,032	None
FIRE STATION 3	\$ 7,850,000	\$ 7,850,000	None
UNDER ARMOUR SIA	\$ 521,068	\$ 521,068	None
SMJR WIDENING GRAVES TO CENTRAL PK	\$ 400,000	\$ 400,000	None
CENTRAL PK INTERCHANGE	\$ 1,000,000	\$ 1,000,000	None
GBG WIDENING CC TO LEBANON RD	\$ 3,810,000	\$ 3,810,000	None
OLDR IMPROVEMENTS PHASE I	\$ 1,268,000	\$ 1,268,000	None
CENTRAL PK IMPORVEMENTS	\$ 500,000	\$ 500,000	None
S. GREENHILL RR CROSSING SIGNAL	\$ 705,110	\$ 705,110	None
LEBANON RD SIDEWALKS PH 3	\$ 1,302,355	\$ 1,302,355	None
ITS (INTELLIGENT SIGNAL SYSTEM)	\$ 3,916,757	\$ 3,916,757	None
E. DIVISION STREET IMPROVMENTS (AMAZON)	\$ 4,850,000	\$ 4,850,000	None
CURD ROAD SIGNAL AT MT. JULIET ROAD	\$ 850,000	\$ 850,000	None
TOWN CENTER TRAIL, PHASE III	\$ 1,533,067	\$ 1,533,067	None
PARK GLEN TRAILHEAD AT CEDAR CREEK GREENWAY	\$ 150,000	\$ 150,000	None
PLEASANT GROVE RD.	\$ 600,000	\$ 600,000	None
ITS & SIGNAL IMPROVEMENTS, PHASE III	\$ 2,309,629	\$ 2,309,629	None
MT. JULIET ROAD ADA UPGRADES, PHASE II	\$ 762,158	\$ 762,158	None
SUNSET DRIVE WIDENING	\$ 25,000	\$ 25,000	None
BECKWITH ROAD WIDENING	\$ 2,900,000	\$ 2,900,000	None
TRAFFIC SIGNAL E. DIVISION STREET AT GBG RAMP	\$ 100,000	\$ 100,000	None
TOWN CENTER TRAIL, PHASE 4 (TRAIN STATION TO C	\$ 100,000	\$ 100,000	None
CEDAR CREEK GREENWAY PHASE II	\$ 1,825,472	\$ 1,825,472	None
SS4A - SAFETY ACTION PLAN	\$ 410,000	\$ 410,000	None

SECTION 5: The current wastewater disposal rates will have no change from the prior year rates for all residential and commercial users inside and outside the city limits, including the prior 1984 property owners that have sewer available that have not hooked onto the sewer system of the City of the Mt. Juliet Sewer. The rate structure will be as follows and shall continue until amended:

	2024 Rates
Residential – Inside Mt. Juliet:	
Minimum Base Rate Charge	
(first 2,000 gallons)	16.39
Per 1,000 gallons thereafter	8.03
Commercial – Inside Mt. Juliet:	
Minimum Base Rate Charge	
(first 2,000 gallons)	23.12
Per 1,000 gallons thereafter	11.19
Residential – Outside Mt. Juliet:	
Minimum Base Rate Charge	
(first 2,000 gallons)	20.49
Per 1,000 gallons thereafter	10.05
Minimum Base Rate Charge for service requested after June 9, 2019	
(first 2,000 gallons)	32.78
Per 1,000 gallons thereafter	16.06
Commercial – Outside Mt. Juliet:	
Minimum Base Rate Charge for service requested prior to June 9, 2019	
(first 2,000 gallons)	28.90
Per 1,000 gallons thereafter	13.99
Minimum Base Rate Charge for service requested after June 9, 2019	
(first 2,000 gallons)	46.24
Per 1,000 gallons thereafter	22.38
Special Discharge Fees:	
Billing Fee	21.00
Plus 160% of Discharge Per 1,000 gallons	13.99
Prior 1984 Customers	
Flat rate	16.39
Well Access	31.41
Grease Traps Monthly	42.00
SECTION 6: The new rates shall be effective with the July 31, 2024 sewer billing statements.	

SECTION 7: Title 13, Section 13-1-12 (e) as amended effective July 1, 2019 to adjust the sewer capacity charge as follows shall remain effective until amended:

RS-40	\$1,340.00 per unit
RS-30	\$1,590.00 per unit
RS-20	\$1,840.00 per unit
RS-15	\$2,090.00 per unit
RS-10	\$2,340.00 per unit
All other residential classifications	\$2,590.00 per unit

Title 13, Section 13-1-12 (e) is further confirmed as amended to state “commercial capacity fees shall be altered accordingly” until otherwise amended.

SECTION 8: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 9: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-509 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 10: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION 11: There is hereby levied a property tax of \$ 0.11 per \$100 of assessed value on all real and personal property.

SECTION 12: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller’s Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller’s Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the “Statutes”.) If the Comptroller

of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 13: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 14: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 15: This ordinance shall take effect July 1, 2024, the public welfare requiring it.

PASSED:

James Maness, Mayor

FIRST READING: _____

SECOND READING: _____

ATTESTED:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenneth Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2025							
			110	GENERAL FUND				Population			
				0		Amended	Projected	40,430	Department	City	
					Actual	Budget	Current Year	DETAILS	Requests	Manager	City
					2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	Commission
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	31160	CDS		1 AIR CURTAIN DISTRUCTOR	-	100	86	100	100	100	
110	31855	CDS		2 FOOD TRUCK VENDOR PERMIT			360	300	300	300	
110	32300	CDS		2 FIREWORKS PERMIT	37,100	25,000	35,000	33,000	33,000	33,000	
110	32610	CDS		2 BUILDING PERMITS	585,938	650,000	718,955	745,000	745,000	745,000	
110	32613	CDS		2 FIRE SPRINKLER PERMIT	13,717	10,500	7,495	15,000	15,000	15,000	
110	32614	CDS		2 ELECTRICAL PERMIT	394,921	400,000	262,042	300,000	300,000	300,000	
110	32615	CDS		2 MECHANICAL PERMIT FEE	133,509	115,000	101,023	100,000	100,000	100,000	
110	32616	CDS		2 FIRE OPERATING CONSTRUCTION PE	11,149	11,000	17,332	15,000	15,000	15,000	
110	32630	CDS		2 PLUMBING PERMITS	120,396	125,000	128,489	130,000	130,000	130,000	
110	32660	CDS		2 ZONING PERMITS	22,742	15,000	9,176	15,000	15,000	15,000	
110	32670	CDS		2 COMMERCIAL PLANS REVIEW	177,661	200,000	209,297	215,000	215,000	215,000	
110	32730	CDS		2 RESIDENTIAL PLANS REVIEW	175,133	165,000	218,030	200,000	200,000	200,000	
110	34320	CDS		2 Road Improvements - Waltons Grove			12,500				
110	34323	CDS		2 RD Improvements - Windtree Pines			48,000				
110	34326	CDS		2 Rd Improvements-Waterford Park			65,000				
110	34328	CDS		2 Rd Improvements - Hibbitt Station			21,000				
110	36731	CDS		2 Waterford Park-Contribution to Parks			26,000				
110	32690	CP		2 OTHER/SITE PLAN	56,337	50,000	114,303	110,000	110,000	110,000	
110	32700	CP		2 OTHER PERMITS	5,575	4,000	2,014	4,500	4,500	4,500	
110	32710	CP		2 SIGN PERMITS	11,225	10,000	9,986	11,000	11,000	11,000	
110	34150	EMS		2 CHARGE FOR EMS SERVICES	137,573	950,000	1,203,248	1,200,000	1,200,000	1,200,000	
110	31100	FD		1 PROPERTY TAXES (CURRENT)	2,198,907	2,221,161	2,347,002	2,236,547	2,236,547	2,236,547	
110	31120	FD		1 PUBLIC UTILITIES PROPERTY TAX	-	-	305	-	-	-	
110	31200	FD		1 PROPERTY TAXES (DELINQUENT)	33,457	40,000	40,052	40,000	40,000	40,000	
110	31300	FD		7 INTEREST AND COURT COST ON PRO	7,567	5,000	7,155	6,500	6,500	6,500	
110	31500	FD		1 PAYMENTS IN LIEU OF PROPERTY T	784	-	-	500	500	500	
110	32611	FD		2 BLDG EXEMPT JURISDICTION FEE	-	10,000	-	-	-	-	
110	32990	FD		2 ADEQUATE EMERGENCY SERVICE FEE - COM & RES	221,241	250,000	210,133	225,000	225,000	225,000	
110	33195	FD		4 FEMA GRANT - TORNADO	137,612	-	-	-	-	-	
110	34220	FD		2 SPECIAL FIRE RESPONSEFEES	21,468	10,000	4,258	10,000	10,000	10,000	
110	35165	FD		4 NATIONAL OPIOID SETTLEMENT	11,177	15,000	12,931	15,000	15,000	15,000	
110	36350	FD		2 INSURANCE RECOVERIES	116,839	-	183,449	-	-	-	
110	36950	FD		7 BAD DEBTS COLLECTIONS	40	-	103	-	-	-	
110	39130	FD		7 INCOME FROM PROP TAX OVERAGES	0	-	5	-	-	-	
110	31610	Finance		1 LOCAL OPTION SALES TAX	19,443,615	18,775,000	20,448,850	23,000,000	23,000,000	23,000,000	
110	31710	Finance		1 WHOLESALE BEER TAX	1,040,794	1,000,000	1,046,884	1,000,000	1,000,000	1,000,000	
110	31720	Finance		1 WHOLESALE LIQUOR TAX	724,280	700,000	736,069	740,000	740,000	740,000	
110	31800	Finance		1 BUSINESS TAX RECORDINGFEE	4,135	4,000	3,086	4,000	4,000	4,000	
110	31850	Finance		1 SOLICITATION PERMIT	3,110	2,000	343	1,500	1,500	1,500	
110	31860	Finance		2 OCCASIONAL SALES PERMITS	1,710	500	1,989	1,000	1,000	1,000	
110	31911	Finance		1 NATURAL GAS FRANCHISETAX	757,919	675,000	696,130	750,000	750,000	750,000	
110	31912	Finance		1 CABLE TV FRANCHISE TAX	513,584	550,000	509,901	550,000	550,000	550,000	

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
110 GENERAL FUND							Population			
0				Actual	Amended	Projected	40,430	Department	City	City
				2022-2023	2023-2024	Current Year	DETAILS	Requests	Manager	Commission
Fund	Function	Object	Description	-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
								-5-	-6-	-7-
110	31920	Finance	1 HOTEL/MOTEL TAX	1,452,140	1,350,000	1,408,654		1,400,000	1,400,000	1,400,000
110	31925	Finance	1 HOTEL APPLICATION FEE	10,069	300	43		500	500	500
110	32210	Finance	1 BEER LICENSES	10,533	12,000	12,500		12,500	12,500	12,500
	32215	Finance	1 PACKAGE LIQUOR APPLICATION	-	-	429		-	-	-
110	32220	Finance	3 LIQUOR LICENSES	29,350	30,000	36,700		36,000	36,000	36,000
110	33196	Finance	4 FEMA GRANT - FLOOD	1,908	-	-		-	-	-
110	33463	Finance	4 AMERICAN RESCUE PLAN ACT	10,000,000	-	-		-	-	-
110	33510	Finance	5 STATE SALES TAX - SHARED REV	4,662,833	4,714,680	4,663,747	\$124.00	5,013,320	5,013,320	5,013,320
110	33511	Finance	5 TELECOMMUNICATIONS SALES TAX	2,151	2,500	2,173		2,500	2,500	2,500
110	33515	Finance	5 STATE SPORTS BETTING REVENUE	32,703	39,289	50,342	1.80	72,774	72,774	72,774
110	33520	Finance	5 STATE INCOME TAX	1,538	-	2,637		-	-	-
110	33525	Finance	5 STATE OF TN BUSINESSTAX	2,026,545	1,750,000	2,087,341		2,000,000	2,000,000	2,000,000
110	33530	Finance	5 STATE BEER TAX	17,940	18,073	16,224	0.46	18,598	18,598	18,598
110	33540	Finance	5 STATE ALCOHOLIC BEVERAGE TAX	250,604	200,000	258,877		250,000	250,000	250,000
110	33553	Finance	5 STATE GASOLINE INSPECTION FEE	71,978	71,899	71,977	1.83	73,987	73,987	73,987
110	33591	Finance	5 GROSS RECEIPTS - TVA	472,382	471,468	412,706	12.20	493,246	493,246	493,246
110	33593	Finance	7 CORPORATE EXCISE TAX	29,919	25,000	32,587		32,000	32,000	32,000
110	33595	Finance	7 CEMETERY EXCISE TAX	-	100	-		100	100	100
110	33596	Finance	7 NON-DEPOSIT FINANCIALINS EXCI	529	500	-		500	500	500
110	34120	Finance	7 VENDING MACHINE COMMISSIONS	867	500	3,402		500	500	500
110	34130	Finance	2 MANAGEMENT SERVICE	105,000	115,000	115,000	115,000	115,000	115,000	115,000
110	36100	Finance	2 INTEREST EARNINGS	964,258	850,000	1,161,917		1,250,000	1,250,000	1,250,000
110	36210	Finance	7 RENT	30,432	12,000	86,863		32,000	32,000	32,000
110	36352	Finance	2 WORKERS COMP INS RECOVERY	3,981	-	24,676		-	-	-
110	36512	Finance	7 SALE OF CITY VEHICLE	25,011	5,000	5,146		5,000	5,000	5,000
110	36515	Finance	7 SALE OF AUCTION ITEMS	5,934	5,000	18,832		5,000	5,000	5,000
110	36720	Finance	7 CITY HALL DONATIONS	-	-	86		-	-	-
110	36980	Finance	7 MISC REVENUE	9,806	1,000	12,355		5,000	5,000	5,000
110	33416	Parks	4 PARK GRANT	-	537,500	537,500		-	-	-
110	34740	Parks	2 PARKS LEAGUE FEES	6,850	3,500	7,645		7,500	7,500	7,500
110	34790	Parks	2 CELEBRATE MJ DAY	45	-	249		-	-	-
110	34792	Parks	2 COMMUNITY CENTER MEETING ROOM	75,059	70,000	76,727		80,000	80,000	80,000
110	34793	Parks	2 COMMUNITY CENTER USAGEFEES	39,683	30,000	48,552		45,000	45,000	45,000
110	34795	Parks	2 BOOTH RENTAL - C.D. PARK	2,520	2,000	4,150		4,000	4,000	4,000
110	34796	Parks	2 SPECIAL EVENTS ADMISSIONS	2,350	3,000	4,540		4,500	4,500	4,500
110	34799	Parks	4 COMMUNITY CENTER PROGRAM REVEN	1,773	3,000	2,438		2,800	2,800	2,800
110	36691	Parks	4 PARADE ENTRY FEES	760	700	950		1,000	1,000	1,000
110	36711	Parks	4 PARK DONATIONS	10,800	5,000	8,571		7,500	7,500	7,500
110	36712	Parks	7 EVENTSPONSOR	4,500	2,000	4,286		4,000	4,000	4,000
110	36725	Parks	7 FARMERS MARKET DONATIONS	475	400	129		450	450	450
110	33114	PD	4 OPERATION LIGHT SHINE GRANT	121,000	81,000	81,000		85,000	85,000	85,000
110	33440	PD	4 HWY SAFETY GRANT	602	-	2,489		-	-	-

12.

Statement Of Proposed Operations										
For the Fiscal Year Ending JUNE 30, 2025										
110				GENERAL FUND			Population			
0							40,430			
				Actual			Department			
				2022-2023			Requests			
				Amended			City			
				Budget			Manager			
				Projected			Commission			
				Current Year			2024-2025			
				2023-2024			2024-2025			
Fund	Function	Object	Description	-1-	-3-	-4a-	DETAILS	-5-	-6-	-7-
110	33460	PD	4 POLICE OPERATION SAFE STREET GRANT	14,661	-	-	Offset PD exp	-	-	-
110	33461	PD	4 VCIF GRANT (VIOLENT CRIME INTERVENTION FUND)	-	68,806	68,806		70,800	70,800	70,800
110	34210	PD	2 ALARM REGISTRATION ANDFEES	22,717	15,000	22,245		22,500	22,500	22,500
110	34240	PD	2 ACCIDENT REPORT CHARGES	2,782	4,000	2,738		3,000	3,000	3,000
110	34912	PD	5 INSERVICE (SUPPLIMENTAL PAY)	68,800	83,400	51,200		84,000	84,000	84,000
110	35100	PD	3 CITY COURT REVENUE	968,572	900,000	962,535		960,000	960,000	960,000
110	35111	PD	3 SAFETY SCHOOL	67,951	60,000	62,005		62,000	62,000	62,000
110	35114	PD	3 CITATION TECHNOLOGY FEE	(9,852)	-	(10,770)		-	-	-
110	35115	PD	3 RESTITUTION	12,076	500	9,763		1,000	1,000	1,000
110	35130	PD	3 IMPOUNDMENT CHARGES	1,890	500	806		750	750	750
110	35135	PD	3 OFF DUTY FUEL CHARGE	10,480	8,000	8,914		10,000	10,000	10,000
110	35142	PD	3 CRIMINAL RELATED FINES	-	-	3,777		-	-	-
110	35155	PD	3 STATE LITIGATION TAX	74,109	80,000	70,907		75,000	75,000	75,000
110	35170	PD	3 SEX OFFENDER REGISTRY	1,500	1,000	257		1,000	1,000	1,000
110	35300	PD	1 BEER VIOLATIONS	3,500	2,500	2,571		2,500	2,500	2,500
110	36600	PD	7 ANIMAL ADOPTIONS	5,413	6,000	2,160		3,000	3,000	3,000
110	36710	PD	7 POLICE DONATIONS	-	5,700	5,700			-	-
110	36717	PD	7 ANIMAL CONTROL DONATIONS	20	-	-			-	-
110	31933	PW	2 ROAD INSPECTION FEE	68,749	50000	161,725		150,000	150,000	150,000
110	32650	PW	2 EXCAVATING PERMITS	-	1,000	50		1,000	1,000	1,000
110	33122	PW	7 Contribution - East Division (Amazon)	100,000	-	-		-	-	-
110	34300	PW	2 PW - CHARGES FOR LABOR	979	100	-		250	250	250
110	34304	PW	2 MOWING	-	100	7,486		6,000	6,000	6,000
110	36462	PW	7 ZONING LETTERS	525	500	900		500	500	500
110	36500	PW	7 SALE OF MATERIALS ANDSUPPLIES	10,834	3,000	6,094		5,000	5,000	5,000
110	37794	PW	7 SALE OF SCRAP ITEMS	1,675	500	1,305		1,000	1,000	1,000
Total Revenue				49,033,422	38,691,276	42,163,593	44,193,522	44,193,522	44,193,522	
Grand Total				49,033,422	38,691,276	42,163,593	44,193,522	44,193,522	44,193,522	

	Actual	Amended	Projected	DETAILS	Department	City	City
	2022-2023	Budget	Current Year		Requests	Manager	Commission
Summary	2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025
	-1-	-3-	-4a-		-5-	-6-	-7-
<u>General Government</u>							
<u>Legislature</u>							
Personnel	70,800	72,342	67,970		72,342	72,342	72,342
Operating	4,388	17,505	13,881		18,105	18,105	18,105
Transfers/Capital	-	-	(0)		-	-	-
<u>Fund Transfers</u>							
State Street Aid	-	1,175,000	1,175,000		1,100,000	750,000	750,000
Debt Service Transfer	1,530,823	1,166,140	1,166,140		3,641,644	3,641,644	3,641,644
Capital Projects Transfer	3,500,000	15,624,184	6,500,000		19,853,692	18,045,437	18,045,437
<u>Elections</u>							
Personnel	-	-	-		-	-	-
Operating	-	100	-		100	100	100
<u>Grants</u>							
Operating	237,000	272,954	272,954		272,954	272,954	272,954
Other	225,441	265,000	264,327		268,000	268,000	268,000
<u>City Manager</u>							
Personnel	836,755	1,171,822	969,013		1,103,326	1,020,326	1,020,326
Operating	148,540	225,700	111,499		262,050	241,438	241,438
Transfers/Capital	58,780	45,000	-		-	-	-
<u>City Attorney</u>							
Personnel	-	-	-		314,656	206,613	206,613
Operating	324,848	325,950	326,830		121,500	121,500	121,500
Transfers/Capital	-	-	-		-	-	-
<u>Economic development</u>							
Personnel	509,300	1,167,863	825,359		1,055,881	1,055,881	1,055,881
Operating	23,278	220,100	123,414		208,850	158,850	158,850
Transfers/Capital	2,000,000	2,130,000	2,000,000		6,080,000	6,000,000	6,000,000
<u>Public Communications</u>							
Personnel					137,777	137,777	137,777
Operating					17,850	11,850	11,850
Transfers/Capital					40,000	-	-
<u>Finance</u>							
Personnel	585,011	685,920	649,153		680,750	680,750	680,750
Operating	113,823	148,750	145,883		167,796	162,796	162,796
Transfers/Capital	-	-	-		31,635	31,635	31,635

	Actual	Amended	Projected	DETAILS	Department	City	City
	2022-2023	Budget	Current Year		Requests	Manager	Commission
Summary	2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025
	-1-	-3-	-4a-		-5-	-6-	-7-
<u>IT</u>							
Personnel	504,713	618,591	591,550		707,275	644,442	644,442
Operating	927,398	1,378,100	1,281,395		1,547,980	1,485,480	1,485,480
Transfers/Capital	149,997	522,965	491,115		1,194,650	178,950	178,950
<u>Retirees</u>							
Personnel	36,950	81,567	24,421		30,108	30,108	30,108
Operating	-	-	-		-	-	-
<u>City Hall</u>							
Operating	254,451	390,800	240,265		316,600	316,600	316,600
Transfers/Capital	-	-	-		-	-	-
<u>General Government Totals</u>							
Personnel	2,543,529	3,798,105	3,127,468		4,102,114	3,848,238	3,848,238
Operating	2,259,167	3,244,959	2,780,448		3,201,785	3,057,673	3,057,673
Transfers/Capital	7,239,600	20,663,289	11,332,255		31,941,621	28,647,666	28,647,666
Total General Government	12,042,296	27,706,353	17,240,171		39,245,521	35,553,578	35,553,578
<u>Public Safety</u>							
<u>Police</u>							
PD Personnel	8,620,918	10,630,012	8,923,079		12,863,600	11,638,943	11,638,943
PD-Operating	1,836,177	2,641,123	2,204,322		3,157,300	2,890,000	2,890,000
PD-Transfers/Capital	1,622,292	2,133,675	1,371,920		1,652,686	1,019,500	1,019,500
<u>Police Headquarters</u>							
PD-Operating	100,782	124,200	107,732		137,700	132,700	132,700
PD-Transfers/Capital	-	-	-		-	-	-
<u>Animal Control</u>							
AC- Personnel	238,202	334,806	259,206		341,770	338,528	338,528
AC-Operating	115,121	143,250	82,233		176,300	159,300	159,300
AC-Transfers/Capital	-	20,000	-		82,000	59,000	59,000
<u>City Court</u>							
City Ct-Personnel	11,676	12,595	11,517		12,595	12,595	12,595
City Ct-Operating	3,645	7,000	5,121		10,000	10,000	10,000
CITY Ct-Transfers/Capital	-	-	-		-	-	-
<u>Storage Facility</u>							
Operating	23,607	56,600	19,266		64,200	32,200	32,200
Transfers/Capital	-	-	-		-	-	-

	Actual	Amended	Projected	DETAILS	Department	City	City
	2022-2023	Budget	Current Year		Requests	Manager	Commission
Summary	2023-2024	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025
	-1-	-3-	-4a-		-5-	-6-	-7-
<u>Fire</u>							
Fire Personnel	4,293,582	8,258,303	7,470,788		10,680,216	9,573,859	9,573,859
Fire Operating	459,622	983,000	571,296		799,650	799,650	799,650
Fire Transfers/Capital	339,122	3,584,295	2,165,000		3,007,200	2,837,200	2,837,200
<u>EMS</u>							
EMS Personnel	-	-	-		-	-	-
EMS Operating	324,946	475,000	438,265		707,000	707,000	707,000
EMS Transfers/Capital	1,136,909	1,366,497	1,164,550		635,000	635,000	635,000
<u>Public Safety Totals</u>							
Personnel	13,164,378	19,235,716	16,664,591		23,898,181	21,563,925	21,563,925
Operating	2,863,900	4,430,173	3,428,235		5,052,150	4,730,850	4,730,850
Transfers/Capital	3,098,323	7,104,468	4,701,470		5,376,886	4,550,700	4,550,700
Total Public Safety	19,126,601	30,770,357	24,794,295		34,327,217	30,845,475	30,845,475
<u>Community Development</u>							
<u>Codes and Zoning</u>							
Personnel	907,537	1,115,875	1,060,686		1,166,379	1,163,019	1,163,019
Operating	75,743	97,350	56,461		106,400	103,400	103,400
Transfers/Capital	67,758	-	-		-	-	-
<u>City Planner</u>							
Personnel	406,211	590,413	442,913		678,173	678,173	678,173
Operating	40,471	100,600	40,819		72,300	72,300	72,300
Transfers/Capital	35,636	50,000	39,620		2,000	2,000	2,000
<u>GIS</u>							
Personnel	104,268	203,859	158,763		217,604	210,044	210,044
Operating	42,800	73,500	69,267		81,600	81,600	81,600
Transfers/Capital	-	-	-		-	-	-
<u>Cmmnty Dvlpent Totals</u>							
Personnel	1,418,016	1,910,147	1,662,362		2,062,156	2,051,236	2,051,236
Operating	159,014	271,450	166,547		260,300	257,300	257,300
Transfers/Capital	103,394	50,000	39,620		2,000	2,000	2,000
Total Cmmnty Dvlpent	1,680,424	2,231,597	1,868,529		2,324,456	2,310,536	2,310,536
<u>Public Works</u>							
<u>Highway Admin</u>							
Personnel	1,704,294	1,996,425	1,585,857		2,251,206	2,171,868	2,241,726
Operating	474,121	825,550	536,756		772,100	714,100	714,100
Transfers/Capital	348,838	481,500	336,500		532,000	316,000	316,000

	Actual	Amended	Projected	DETAILS	Department	City	City
	2022-2023	Budget	Current Year		Requests	Manager	Commission
Summary	2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025
	-1-	-3-	-4a-		-5-	-6-	-7-
<u>Garage</u>							
Personnel	168,024	321,662	230,892		370,230	240,100	350,431
Operating	24,007	60,200	35,145		108,200	105,950	105,950
Transfers/Capital	43,676	-	-		-	-	-
<u>PW Bldg</u>							
Operating	108,391	226,300	86,059		163,500	163,500	163,500
Transfers/Capital	1,606,509	11,505,000	11,171,119		4,032,000	4,032,000	4,032,000
<u>Train Station</u>							
Operating	15,386	14,000	14,151		14,500	14,500	14,500
Transfers/Capital	-	-	-		175,000	175,000	175,000
<u>Public Works Totals</u>							
Personnel	1,872,318	2,318,087	1,816,749		2,621,436	2,411,968	2,592,157
Operating	621,905	1,126,050	672,112		1,058,300	998,050	998,050
Transfers/Capital	1,999,023	11,986,500	11,507,619		4,739,000	4,523,000	4,523,000
Total Public Works	4,493,246	15,430,637	13,996,479		8,418,736	7,933,018	8,113,207
<u>Parks and Recreation</u>							
<u>Mundy Park</u>							
Personnel	-	-	-		-	-	-
Operating	67,750	110,850	60,633		117,300	117,300	117,300
Transfers/Capital	1,414,947	582,000	304,576		42,000	42,000	42,000
<u>Charlie Daniels Park</u>							
Personnel	1,174,309	1,454,693	1,286,385		1,843,964	1,654,604	1,654,604
Operating	214,563	360,300	254,319		391,800	391,800	391,800
Transfers/Capital	20,831	1,777,000	1,777,000		30,000	30,000	30,000
<u>Satellite Parks</u>							
Personnel	-	-	-		-	-	-
Operating	28,631	47,200	24,632		76,900	76,900	76,900
Transfers/Capital	1,138,673	1,132,500	330,088		449,000	449,000	449,000
<u>Parks and Recreation</u>							
Personnel	1,174,309	1,454,693	1,286,385		1,843,964	1,654,604	1,654,604
Operating	310,944	518,350	339,584		586,000	586,000	586,000
Transfers/Capital	2,574,451	3,491,500	2,411,664		521,000	521,000	521,000
Total Parks and Recreation	4,059,704	5,464,543	4,037,633		2,950,964	2,761,604	2,761,604
Function Totals General Fund	41,402,271	81,603,487	61,937,108		87,266,894	79,404,211	79,584,400

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
	110	LEGISLATIVE BOARD							
	Personnel	13							
			Actual	Amended	Projected	DETAILS	Department	City	City
			2022-2023	Budget	Current Year		Requests	Manager	Commission
Description			-1-	-3-	-4a-		-5-	-6-	-7-
41110	LEGISLATIVE BOARD								
41110	111	SALARIES - PERMANENT EMPLOYEES	65,756	67,201	63,139		67,201	67,201	67,201
41110	141	OASI (EMPLOYER'S SHARE)	5,019	5,141	4,831		5,141	5,141	5,141
41110	142	EMPLOYEE BENEFITS			-				
41110	146	WORKMEN'S COMPENSATION			-				
41110	147	UNEMPLOYMENT INSURANCE	25		-				
Total Personnel			70,800	72,342	67,970		72,342	72,342	72,342
41110	200	CONTRACTUAL SERVICES			5,457		20,000	20,000	20,000
41110	204	EMPLOYEE EDUCATION AND TRAINING	920	6,000	5,215		6,000	6,000	6,000
41110	220	PRINTING, DUPLICATING, TYPING,	265	1,000	-		1,000	1,000	1,000
41110	221	PRINTING, STATIONERY, ENVELOPE	477	1,000	77		1,000	1,000	1,000
41110	235	MEMBERSHIPS, REGISTRATION FEES	1,030	500	471		500	500	500
41110	239	COMMUNITY EDUCATION (BPAC)		3,555	-		3,555	3,555	3,555
41110	251	MEDICAL, DENTAL, VETERINARY, A		100	-		100	100	100
41110	283	OUT-OF-TOWN EXPENSE		250	72		250	250	250
41110	287	MEALS AND ENTERTAINMENT	520	600	600		700	700	700
41110	320	OPERATING SUPPLIES	1,176	2,000	1,988		2,500	2,500	2,500
41110	326	CLOTHING AND UNIFORMS		2,000			2,000	2,000	2,000
41110	331	GAS, OIL, DIESEL FUEL, GREASE,		500			500	500	500
Total Operating			4,388	17,505	13,881		18,105	18,105	18,105
49800	TRANSFERS TO OTHER FUNDS								
49800	899	TRANSFER TO STATE STREET AID FUND		1,175,000	1,175,000		1,100,000	750,000	750,000
49800	899	TRANSFER TO DEBT SERVICE FUND	1,530,823	1,166,140	1,166,140		3,641,644	3,641,644	3,641,644
49800	899	TRANSFER TO CAPITAL PROJECTS FUND	3,500,000	15,624,184	6,500,000		19,853,692	18,045,437	18,045,437
Total Capital			5,030,823	17,965,324	8,841,140		24,595,336	22,437,081	22,437,081
Grand Total			5,106,011	18,055,171	8,922,992		24,685,783	22,527,528	22,527,528

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
		110	ELECTIONS						
				Actual	Amended	Projected	DETAILS	Department	City
				2022-2023	2023-2024	Current Year		Requests	Manager
						2023-2024		2024-2025	Commission
Function	Object		Description	-1-	-3-	-4a-		-5-	-6-
						-			
						-			
			Total Personnel		-	-		-	-
41400	ELECTIONS								
41400	320		OPERATING SUPPLIES	0	100	-		100	100
			Total Operating		100	-		100	100
			Total Capital		-	-		-	-
			Grand Total		100	-		100	100

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
110 COMMUNITY GRANTS									
Function	Object	Description	Actual 2022-2023 -1-	Amended Budget 2023-2024 -3-	Projected Current Year 2023-2024 -4a-	DETAILS	Department Requests 2024-2025 -5-	City Manager 2024-2025 -6-	City Commission 2024-2025 -7-
44300	COMMUNITY GRANTS								
44300	700						272,954	272,954	272,954
44300	718	MJ CHRISTIAN ACADEMY (ONE TIME GRANT)			-				
44300	719	WILSON RIDES	2,000	4,000	4,000				
44300	720	MT. JULIET SENIOR CENTER	15,000	15,000	15,000				
44300	722	CHAMBER OF COMMERCE	6,000	6,000	6,000				
44300	724	EMPOWER ME DAYCAMP	3,000	3,000	3,000				
44300	726	HELP CENTER	5,500	5,500	5,500				
44300	727	BIG BROTHERS	2,500	2,500	2,500				
44300	730	MIDCUMBERLAND MEALS ONWHEELS	8,000	8,000	8,000				
44300	731	MID CUMBERLAND AGENCYDUES	2,604	2,604	2,604				
44300	732	LITTLE LEAGUE	66,925	73,125	73,125				
44300	733	WEST WILSON BASKETBALL	30,000	35,000	35,000				
44300	734	MT. JULIET YOUTH FOOTBALL & CH	22,500	20,750	20,750				
44300	735	CHALLENGER LEAGUE	7,500	7,500	7,500				
44300	736	MID-CUMBERLAND YOUNG MARINES	500	500	500				
44300	740	WILSON BOOKS FROM BIRTH	2,500	2,500	2,500				
44300	744	YOUTH LEADERSHIP WILSON	771	750	750				
44300	747	WILSON COUNTY CASA	2,000	2,000	2,000				
44300	750	RESTORATION COMMUNITYOUTREACH	750	750	750				
44300	751	MJ EXPLORERS	-	5,000	5,000				
44300	752	CHARIS HEALTH CENTER	7,200	7,200	7,200				
44300	753	VICTIMS IMPACT PANEL	1,500	1,500	1,500				
44300	759	FIRE EXPLORERS			-				
44300	760	PROSPECT	2,500	2,500	2,500				
44300	761	LANTERN LANE FARMS	5,000	5,000	5,000				
44300	763	TN SMALL BUSINESS DEV CENTER @ VSCC	2,500	2,500	2,500				
44300	764	REHAB 23	2,250	2,250	2,250				
44300	767	WILSON CTY COMMUNITY HELP CENTER	1,000	1,000	1,000				
44300	768	DRUG FREE WILSON CTY	2,000	2,000	2,000				
44300	769	TRI-STAR VOLLEYBALL	5,000	15,525	15,525				
44300	771	GREEN HILL HAWKS YOUTH SPORTS PROGRAM	-	9,000	9,000				
44300	785	WILSON UNITED SOCCER	-	-	-				
44300	799	DSAMT		-	-				
44300	254	RTA - COMMUTER RAIL (Moved from Train Station)	30,000	30,000	30,000				
		Total Operating	237,000	272,954	272,954		272,954	272,954	272,954
			OK	OK					
COMMUNITY GRANTS			237,000	272,954					
44800	LIBRARIES								
44800	720	MJ LIBRARY	156,000	156,000	156,000		156,000	156,000	156,000
			OK	OK					
LIBRARIES			156,000.00	156,000.00					
47000	JECDB OF WILSON CO.								
47000	720	JECDB OF WILSON CO	69,441	109,000	108,327		112,000	112,000	112,000

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025									
110 Personnel		CITY MANAGER 7							
Function	Object	Description	Actual 2022-2023 -1-	Amended Budget 2023-2024 -3-	Projected Current Year 2023-2024 -4a-	DETAILS	Department Requests 2024-2025 -5-	City Manager 2024-2025 -6-	City Commission 2024-2025 -7-
41320	200	CONTRACTUAL SERVICES	20,946	23,000	20,807		55,000	34,388	34,388
		Annual renewal Next Request System for Open Records				8,388			
		ENSAFE Safety Software				26,000			
		Tenzinga Performance Mgmt Software (Removed)				24,000			
41320	204	EMPLOYEE EDUCATION AND TRAINING	7,829	13,600	1,738		10,600	10,600	10,600
41320	220	PRINTING, DUPLICATING, TYPING,	330	1,000	257		1,000	1,000	1,000
41320	221	PRINTING, STATIONERY, ENVELOPES, FOR	1585	1,000	-		1,000	1,000	1,000
41320	225	FIREWORKS	16,500	50,000	-		50,000	50,000	50,000
41320	228	CITY BEAUTIFICATION & ENHANCEMENT	23,955	30,000	9,121		30,000	30,000	30,000
41320	231	PUBLICATION OF FORMAL AND LEGAL	5,795	10,000	5,497		10,000	10,000	10,000
41320	233	SUBSCRIPTIONS TO NEWSPAPERS AND	230	400	400		2,500	2,500	2,500
41320	235	MEMBERSHIPS, REGISTRATION FEES	38,304	50,000	50,000		50,000	50,000	50,000
41320	236	PUBLIC RELATION	6,248	10,000	8,639		8,700	8,700	8,700
41320	237	MARKETING			-		0	0	0
41320	251	MEDICAL, DENTAL, VETERINARY, A	125	350	206		200	200	200
41320	261	REPAIR AND MAINTENANCE MOTOR V	226	-	-		0	0	0
41320	283	OUT-OF-TOWN EXPENSE	2,130	2,500	1,053		2,500	2,500	2,500
41320	287	MEALS AND ENTERTAINMENT	4,080	3,000	2,489		3,000	3,000	3,000
41320	302	PW SAFETY PROGRAM		100	100		1,000	1,000	1,000
41320	310	OFFICE SUPPLIES AND MATERIALS	4,090	10,500	139		10,500	10,500	10,500
41320	312	SMALL ITEMS OF EQUIPMENT	1,089	1,200	1,200		6,000	6,000	6,000
41320	320	OPERATING SUPPLIES	6,933	7,500	1,353		7,500	7,500	7,500
41320	326	CLOTHING AND UNIFORMS	2,281	2,000	2,000		3,000	3,000	3,000
41320	331	GAS, OIL, DIESEL FUEL, GREASE,			-		0	0	0
41320	344	SAFETY SUPPLIES	0	3,000	-		3,000	3,000	3,000
41320	381	SHORT & OVER REIMBURSEMENT		50	-		50	50	50
41320	510	INSURANCE	5,864	6,500	6,500		6,500	6,500	6,500
		Total Operating	148,540	225,700	111,499		262,050	241,438	241,438
41320	944	TRANSPORTATION EQUIPMENT	58,780	45,000					
		Total Capital	58,780	45,000	-		-	-	-
		Grand Total	1,044,075	1,442,522	1,080,513		1,365,376	1,261,764	1,261,764

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
		110	CITY ATTORNEY						
			2						
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
41520	111	SALARIES - PERMANENT EMPLOYEES			-		-	-	-
41520	112	SALARIES -OVERTIME AT OVERTIME			-		-	-	-
41520	113	SALARIES - HOLIDAY PAY			-		-	-	-
41520	116	EMPLOYEE RECOGNITION			-		-	-	-
41520	119	LONGEVITY PAY			-		-	-	-
41520	141	OASI (EMPLOYER'S SHARE)			-		-	-	-
41520	142	EMPLOYEE BENEFITS			-		-	-	-
41520	143	RETIREMENT - CURRENT			-		-	-	-
41520	146	WORKMEN'S COMPENSATION			-		-	-	-
41520	147	UNEMPLOYMENT INSURANCE			-		-	-	-
		Personnel Requests							
		1 FT City Attorney					206,613	206,613	206,613
		1 City Attorney 1/2 year			-		108,043		
		1 Paralegal - Removed			-				
		Total Personnel		-	-		314,656	206,613	206,613
41520	CITY ATTORNEY								
41520	200	CONTRACTUAL SERVICES	324,150	325,000	324,600		100,000	100,000	100,000
41520	204	EMPLOYEE EDUCATION AND TRAINING					5,000	5,000	5,000
41520	220	PRINTING, DUPLICATING, TYPING,	20		2,000		1,500	1,500	1,500
41520	221	PRINTING, STATIONERY, ENVELOPES, FOR					1,500	1,500	1,500
41520	223	PUBLICATIONS, REPORTS, ETC.	185	750	230		750	750	750
41520	231	PUBLICATION OF FORMAL AND LEGAL					2,500	2,500	2,500
41520	233	SUBSCRIPTIONS TO NEWSPAPERS AND					500	500	500
41520	235	MEMBERSHIPS, REGISTRATION FEES					1,500	1,500	1,500
41520	251	MEDICAL, DENTAL, VET	25	100	-		500	500	500
41520	283	OUT-OF-TOWN EXPENSE					1,000	1,000	1,000
41520	287	MEALS AND ENTERTAINMENT					500	500	500
41520	310	OFFICE SUPPLIES AND MATERIALS					1,000	1,000	1,000
41520	312	SMALL ITEMS OF EQUIPMENT					2,000	2,000	2,000
41520	320	OPERATING SUPPLIES	468	100	-		2,000	2,000	2,000
41520	326	CLOTHING AND UNIFORMS					1,000	1,000	1,000
41520	344	SAFETY SUPPLIES					250	250	250
		Total Operating	324,848	325,950	326,830		121,500	121,500	121,500
		Total Capital	-	-	-		-	-	-
		Grand Total	324,848	325,950	326,830		436,156	328,113	328,113

				Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025								
			110	ECONOMIC DEVELOPMENT								
			Personnel	11		Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
Fund	Function	Object		Description	-1-	-3-	-4a-	-5-		-6-	-7-	
	47200	ECONOMIC DEVELOPMENT										
110	47200	111		SALARIES - PERMANENT EMPLOYEES	365,882	778,583	545,715		668,940	668,940	668,940	
110	47200	112		SALARIES -OVERTIME ATOVERTIME	45	32,334	2,090		30,972	30,972	30,972	
110	47200	113		SALARIES - HOLIDAY PAY	105	8,960	-		7,250	7,250	7,250	
110	47200	116		EMPLOYEE RECOGNITION	5556	15,572	15,572		13,379	13,379	13,379	
110	47200	117		SUPPLEMENTAL AND ON CALL PAY					2,400	2,400	2,400	
110	47200	119		LONGEVITY PAY	2200	5,600	5,143		5,000	5,000	5,000	
110	47200	141		OASI (EMPLOYER'S SHARE)	26,026	64,524	41,010		55,687	55,687	55,687	
110	47200	142		EMPLOYEE BENEFITS	71,794	153,624	134,513		165,789	165,789	165,789	
110	47200	143		RETIREMENT - CURRENT	28,242	82,995	56,252		83,568	83,568	83,568	
110	47200	146		WORKMEN'S COMPENSATION	9,261	24,839	24,839		22,192	22,192	22,192	
110	47200	147		UNEMPLOYMENT INSURANCE	189	832	226		704	704	704	
				Personnel Requests:								
				Total Personnel	509,300	1,167,863	825,359		1,055,881	1,055,881	1,055,881	
110	47200	200		CONTRACTUAL SERVICES	390	2,000	-		1,000	1,000	1,000	
110	47200	203		SPECIAL CENSUS		110,000	65,000		0	0	0	
110	47200	204		EMPLOYEE EDUCATION ANDTRAININ		19,000	5,301		10,000	10,000	10,000	
110	47200	220		PRINTING, DUPLICATING,TYPING,	105	500	500		1,000	1,000	1,000	
110	47200	228		CITY BEAUTIFICATION &ENHANCEM	9,656	20,000	14,958		20,000	20,000	20,000	
110	47200	231		PUBLICATION OF FORMAL AND LEGAL NOTICES				mowing notices	5,000	5,000	5,000	
110	47200	235		MEMBERSHIPS, REGISTRATION FEES	69	500	-		500	500	500	
110	47200	237		MARKETING		5,000	615		2,500	2,500	2,500	
110	47200	251		MEDICAL, DENTAL, VETERINARY, A	260	600	-		600	600	600	
110	47200	261		REPAIR AND MAINTENANCEMOTOR V	6,062	5,000	5,000		10,000	10,000	10,000	
110	47200	265		REPAIR AND MAINTENANCE GROUNDS & IMPROVEMENTS		10,000	2,072		110,000	60,000	60,000	
				Amazon donation for landscaping (Cut in half)				100,000				
110	47200	283		OUT-OF-TOWN EXPENSE		2,000	449		1,000	1,000	1,000	
110	47200	287		MEALS AND ENTERTAINMENT		1,000	214		750	750	750	
110	47200	293		RECORDING DOCUMENTS					2,000	2,000	2,000	
110	47200	310		OFFICE SUPPLIES AND MATERIALS	450	8,000	1,213		5,000	5,000	5,000	
110	47200	312		SMALL ITEMS OF EQUIPMENT	132	14,500	14,500		14,500	14,500	14,500	
110	47200	314		SOFTWARE SUBSCRIPTIONS		0	-		0	0	0	
110	47200	320		OPERATING SUPPLIES	330	11,000	2,933		8,000	8,000	8,000	
110	47200	326		CLOTHING AND UNIFORMS	1,013	9,000	8,658		10,000	10,000	10,000	
110	47200	344		SAFETY SUPPLIES					5,000	5,000	5,000	
110	47200	510		INSURANCE	4,811	2,000	2,000		2,000	2,000	2,000	
				Total Operating	23,278	220,100	123,414		208,850	158,850	158,850	

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
			110	ECONOMIC DEVELOPMENT						
			Personnel	11		Actual	Amended	Projected		
						2022-2023	Budget	Current Year	DETAILS	Department
						-1-	2023-2024	2023-2024		Requests
							-3-	-4a-		2024-2025
										2024-2025
										Commission
										2024-2025
Fund	Function	Object		Description		-1-	-3-	-4a-		-5-
110	47200	944		Transportation Equipment			115000			80,000
							Vehicles (Removed)		80,000	
110	47200	910		LAND & EASEMENTS	2,000,000	2,000,000	2,000,000		2,000,000	6,000,000
							IDB PMT		4,000,000	6,000,000
							Property at N. Mt. Juliet Rd and E Caldwell			6,000,000
110	47200	920		BUILDINGS			15,000			
				Total Capital	2,000,000	2,130,000	2,000,000			6,080,000
										6,000,000
				Grand Total	2,532,578	3,517,963	2,948,773			7,344,731
										7,214,731
										7,214,731

Statement Of Proposed Operations											
For the Fiscal Year Ending JUNE 30, 2025											
110 CITY HALL BUILDINGS											
Fund	Function	Object	Description	Actual	Amended	Projected	DETAILS	Department	City	City	
				2022-2023	Budget	Current Year		Requests	Manager	Commission	
				-1-	-3-	-4a-		-5-	-6-	-7-	
						-					
			Total Personnel		-	-		-	-	-	
	41810	CITY HALL BUILDINGS									
110	41810	200	CONTRACTUAL SERVICES	26,095	45,000	20,334		45,000	45,000	45,000	
110	41810	211	POSTAGE, BOX RENT, ETC.	14,184	12,000	12,000		16,000	16,000	16,000	
110	41810	240	STORMWATER	756	2,000	2,000		2,000	2,000	2,000	
110	41810	241	ELECTRIC	27,959	28,000	45,208		35,000	35,000	35,000	
110	41810	242	WATER	2,217	2,500	8,004		8,000	8,000	8,000	
110	41810	243	SEWER	1,318	2,500	2,248		2,500	2,500	2,500	
110	41810	244	GAS	3,921	5,000	4,162		5,000	5,000	5,000	
110	41810	249	OTHER UTILITY SERVICES	6,039	3,500	8,547		10,000	10,000	10,000	
110	41810	261	REPAIR AND MAINTENANCE MOTOR VEHICLE	8,459	4,000	6,535		8,000	8,000	8,000	
110	41810	262	REPAIR AND MAINTENANCE MACHINERY	480	100	-		100	100	100	
110	41810	265	REPAIR AND MAINTENANCE GROUNDS	4,197	5,000	2,794		5,000	5,000	5,000	
110	41810	266	REPAIR AND MAINTENANCE BUILDING	36,637	50,000	12,784		50,000	50,000	50,000	
110	41810	312	SMALL ITEMS OF EQUIPMENT	89	7,500	7,756		10,000	10,000	10,000	
110	41810	320	OPERATING SUPPLIES	7,648	7,000	2,314		7,000	7,000	7,000	
110	41810	324	HOUSEHOLD AND JANITORIAL SUPPL	4,818	10,000	4,749		10,000	10,000	10,000	
110	41810	331	GAS, OIL, DIESEL FUEL, GREASE,	17,552	22,000	19,589		25,000	25,000	25,000	
110	41810	334	TIRES, TUBES AND ETC.	1,328	2,500	-		2,500	2,500	2,500	
110	41810	510	INSURANCE	28,293	32,000	31,327		32,000	32,000	32,000	
110	41825	OLD CITY BEAUTIFUL OFFICE & STORAGE BUILDING									
110	41825	241	ELECTRIC		8,000	-		500	500	500	
110	41825	266	REPAIR AND MAINTENANCE BUILDING	6,985	7,500	646		2,500	2,500	2,500	
110	41825	510	INSURANCE		7,000	6,853		7,000	7,000	7,000	

Statement Of Proposed Operations											
For the Fiscal Year Ending JUNE 30, 2025											
110 CITY HALL BUILDINGS							DETAILS	Department		City	City
				Actual	Amended	Projected		Requests	Manager	Commission	
Fund	Function	Object	Description	2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025	
				-1-	-3-	-4a-		-5-	-6-	-7-	
	41840	71 E. HILL STREET (OLD PW BUILDING NOW CITY BEAUTIFUL)									
110	41840	200	CONTRACTUAL SERVICES	12,383	10,000	2,799		-	-	-	
110	41840	240	STORMWATER	1,354	3,000	1,997		2,000	2,000	2,000	
110	41840	241	ELECTRIC	12,682	16,000	12,171		14,000	14,000	14,000	
110	41840	242	WATER	1,657	2,500	1,801		1,000	1,000	1,000	
110	41840	243	SEWER	977	1,200	910		1,000	1,000	1,000	
110	41840	244	GAS	2,184	2,200	902		1,000	1,000	1,000	
110	41840	249	OTHER UTILITY SERVICES	7,563	4,000	9,753		4,000	4,000	4,000	
110	41840	266	REPAIR AND MAINTENANCEBUILDIN	7,873	75,000	2,472		2,500	2,500	2,500	
110	41840	320	OPERATING SUPPLIES	3,322	4,000	2,901		-	-	-	
110	41840	324	HOUSEHOLD AND JANITORIAL SUPPL	331	1,000	727		1,000	1,000	1,000	
110	41840	510	INSURANCE	4,470	5,000	5,000		7,000	7,000	7,000	
Total Operating				254,451	390,800	240,265		316,600	316,600	316,600	
Total Capital				-	-	-		-	-	-	
Grand Total				254,451	390,800	240,265		316,600	316,600	316,600	

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025									
		110	Public Communications						
		Personnel	1		Actual	Amended	Projected		
					2022-2023	2023-2024	2023-2024	DETAILS	Department
					-1-	-3-	-4a-		Requests
									2024-2025
									City
									Manager
									Commission
									2024-2025
									-7-
Fund	Function	Object	Description						
	41370		PUBLIC COMMUNICATIONS						
110	41370	111	SALARIES - PERMANENT EMPLOYEES					95,727	95,727
110	41370	112	SALARIES -OVERTIME ATOVERTIME					0	-
110	41370	113	SALARIES - HOLIDAY PAY					0	-
110	41370	116	EMPLOYEE RECOGNITION					1,915	1,915
110	41370	119	LONGEVITY PAY					0	-
110	41370	141	OASI (EMPLOYER'S SHARE)					7,470	7,470
110	41370	142	EMPLOYEE BENEFITS					21,285	21,285
110	41370	143	RETIREMENT - CURRENT					11,209	11,209
110	41370	146	WORKMEN'S COMPENSATION					107	107
110	41370	147	UNEMPLOYMENT INSURANCE					64	64
			Personnel Request:						
			Total Personnel	-	-	-		137,777	137,777
110	41370	204	EMPLOYEE EDUCATION ANDTRAININ					500	500
110	41370	233	SUBSCRIPTIONS TO NEWSPAPERS AN					550	550
						Newspaper			
						Music			
110	41370	235	MEMBERSHIPS, REGISTRATION FEES					200	200
110	41370	237	MARKETING					2,000	2,000
						Social Media			
110	41370	251	MEDICAL, DENTAL, VETERINARY, A					500	500
110	41370	261	REPAIR AND MAINTENANCEMOTOR V					1,000	1,000
110	41370	283	OUT-OF-TOWN EXPENSE					500	500
110	41370	287	MEALS AND ENTERTAINMENT					200	200
110	41370	302	PW SAFETY PROGRAM						
110	41370	310	OFFICE SUPPLIES AND MATERIALS					200	200
110	41370	312	SMALL ITEMS OF EQUIPMENT					6,000	0
						Recording and Video equipment	3,000		
						Shiloh Music Gear	3,000		
110	41370	320	OPERATING SUPPLIES					500	500
110	41370	326	CLOTHING AND UNIFORMS					1,200	1,200
110	41370	331	GAS, OIL, DIESEL FUEL,GREASE,					4,500	4,500
			Total Operating	-	-	-		17,850	11,850
110	41370	944	TRANSPORTATION EQUIPMENT					40,000	
						New vehicle (Removed)	40,000		
			Total Capital	-	-	-		40,000	-
			Grand Total	-	-	-		195,627	149,627

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025									
	110	FINANCE DEPT							
	Personnel	6							
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
41510	FINANCE DEPT								
41510	111	SALARIES - PERMANENT EMPLOYEES	450,576	505,353	489,147		505,683	505,683	505,683
41510	112	SALARIES -OVERTIME ATOVERTIME		889	889		947	947	947
41510	113	SALARIES - HOLIDAY PAY		281	-		299	299	299
41510	116	EMPLOYEE RECOGNITION	8,238	10,633	10,633		10,114	10,114	10,114
41510	119	LONGEVITY PAY	3,000	3,300	3,300		3,600	3,600	3,600
41510	141	OASI (EMPLOYER'S SHARE)	33,993	41,827	37,618		39,829	39,829	39,829
41510	142	EMPLOYEE BENEFITS	52,872	68,787	61,094		59,551	59,551	59,551
41510	143	RETIREMENT - CURRENT	35,738	53,801	45,672		59,770	59,770	59,770
41510	146	WORKMEN'S COMPENSATION	444	601	601		573	573	573
41510	147	UNEMPLOYMENT INSURANCE	150	448	198		384	384	384
		Personnel Request:			-				
		Removed Project / Grant Accountant							
		Total Personnel	585,011	685,920	649,153		680,750	680,750	680,750
41510	200	CONTRACTUAL SERVICES	29,467	55,000	55,000	Reduced	58,000	55,000	55,000
41510	204	EMPLOYEE EDUCATION AND TRAINING	293	2,000	2,000	Reduced	4,000	2,000	2,000
41510	211	POSTAGE, BOX RENT, ETC.	18	100	100		100	100	100
41510	220	PRINTING, DUPLICATING, TYPING,	1,433	800	2,103		2,200	2,200	2,200
41510	231	PUBLICATION OF FORMAL AND LEGAL	100	600	1,579		600	600	600
41510	235	MEMBERSHIPS, REGISTRATION FEES	30	400	350		300	300	300
41510	251	MEDICAL, DENTAL, VETERINARY, A	175	200	200		200	200	200
41510	253	ACCOUNTING AND AUDITING SERVICE	35,200	42,000	35,775		45,000	45,000	45,000
41510	255	DATA PROCESSING SERVICES	24,640	25,000	25,913	Nextgen Sftwr	30,596	30,596	30,596
41510	258	DRUG TESTING		150	-		150	150	150
41510	263	REPAIR AND MAINTENANCE FURNITURE		500	-				
41510	275	PROPERTY TAX EXPENSES	14,016	12,500	14,719		16,400	16,400	16,400
41510	283	OUT-OF-TOWN EXPENSE	30	1,000	1,079		1,400	1,400	1,400
41510	287	MEALS AND ENTERTAINMENT	198	100	100		200	200	200
41510	310	OFFICE SUPPLIES AND MATERIALS	2,639	2,500	2,489		2,500	2,500	2,500
41510	312	SMALL ITEMS OF EQUIPMENT	439	500	-		500	500	500
41510	320	OPERATING SUPPLIES	1,595	1,500	1,050		1,500	1,500	1,500
41510	326	CLOTHING AND UNIFORMS	335	300	-		300	300	300
41510	331	GAS, OIL, DIESEL FUEL, GREASE,		100	-		100	100	100
41510	381	SHORT & OVER REIMBURSEMENT	16		-				
41510	510	INSURANCE	3,199	3,500	3,426		3,750	3,750	3,750
		Total Operating	113,823	148,750	145,883		167,796	162,796	162,796
41510	951	COMPUTER SOFTWARE					31,635	31,635	31,635
		Software for Leases/SBITAS/Contract Monitoring to comply with GASB reporting requirements				12,800			
		Grant Mgmt Software				15,000			
		Upgrade Nextgen for Business License software				3,835			
		Total Capital	-	-	-		31,635	31,635	31,635
		Grand Total	698,834	834,670	795,036		880,181	875,181	875,181

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
		110	RETIREE BENEFITS						
	Personnel		5						
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
51200	RETIREE BENEFITS								
51200	111	SALARIES - PERMANENT EMPLOYEES		42,663	-		0	-	-
51200	116	EMPLOYEE RECOGNITION		853	-		0	-	-
51200	141	OASI (EMPLOYER'S SHARE)		3,329	-		0	-	-
51200	142	EMPLOYEE BENEFITS	36,908	28,822	24,373		28,858	28,858	28,858
51200	143	RETIREMENT - CURRENT		4,282	-		0	-	-
51200	144	RETIREE GIFTS		1,250	-		1,250	1,250	1,250
51200	146	WORKMEN'S COMPENSATION	42	48	48		0	-	-
51200	147	UNEMPLOYMENT INSURANCE		320	-		0	-	-
		Total Personnel	36,950	81,567	24,421		30,108	30,108	30,108
51200	RETIREE BENEFITS								
51200	251	MEDICAL, DENTAL, VETERINARY, A			-				
		Total Operating		-	-		0	-	-
		Total Capital		-	-		0	-	-
		Grand Total	36,950	81,567	24,421		30,108	30,108	30,108

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025									
		110	INFORMATION TECHNOLOGY						
		Personnel	5						
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
		Total Operating	927,398	1,378,100	1,281,395		1,547,980	1,485,480	1,485,480
41740	944	TRANSPORTATION EQUIPMENT		98,300	74,886		946,000	0	0
				MOBILE COMMAND (Removed)		875,000			
				Remove VAN FOR NEW EMPLOYEE		71,000			
41740	945	COMMUNICATION EQUIPMENT							
41740	948	COMPUTER EQUIPMENT	149,997	154,765	154,765		19,600	19,600	19,600
41740	949	OTHER MACHINERY AND EQUIPMENT		269,900	261,464	Reduced	229,050	159,350	159,350
					Remove Drone	29,700			
					Remove Mobile Command Equipment	5,000			
					Remove South Tower NVR	5,350			
					Remove CHA Internal Cameras	13,400			
					Reduce # of Greenway Cameras	16,250			
		Total Capital	149,997	522,965	491,115		1,194,650	178,950	178,950
		Grand Total	1,582,108	2,519,656	2,364,060		3,449,905	2,308,872	2,308,872

			Statement Of Proposed Operations							
			For the Fiscal Year Ending JUNE 30, 2025							
	110		GEOGRAPHIC INFORMATION SYSTEM							
	Personnel		2		Amended	Projected	DETAILS	Department	City	
				Actual	Budget	Current Year		Requests	Manager	Commission
				2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025
Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
41730	GEOGRAPHIC INFORMATION SYSTEM						Removed			
41730	111		SALARIES - PERMANENT EMPLOYEES	75,327	142,750	111,550		145,627	145,627	145,627
41730	112		SALARIES -OVERTIME ATOVERTIME		999	279		1,019	1,019	1,019
41730	113		SALARIES - HOLIDAY PAY		143	-		146	146	146
41730	116		EMPLOYEE RECOGNITION	1,501	2,855	2,855		2,913	2,913	2,913
41730	119		LONGEVITY PAY	400	500	500		600	600	600
41730	141		OASI (EMPLOYER'S SHARE)	5,235	11,264	8,185		11,498	11,498	11,498
41730	142		EMPLOYEE BENEFITS	15,235	30,569	26,725		30,693	30,693	30,693
41730	143		RETIREMENT - CURRENT	6,477	14,489	8,417		17,255	17,255	17,255
41730	146		WORKMEN'S COMPENSATION	72	162	162		165	165	165
41730	147		UNEMPLOYMENT INSURANCE	21	128	91		128	128	128
			Personnel Request:			-				
			Increase GIS admin pay top out by \$3			-		7,560		
			Total Personnel	104,268	203,859	158,763		217,604	210,044	210,044
41730	200		CONTRACTUAL SERVICES	41,476	56,000	56,000		59,000	59,000	59,000
41730	204		EMPLOYEE EDUCATION ANDTRAININ		250	-		250	250	250
41730	211		POSTAGE, BOX RENT, ETC.		100	-		100	100	100
41730	220		PRINTING, DUPLICATING,TYPING,	48	500	-		500	500	500
41730	231		PUBLICATION OF FORMALAND LEGA	100	0	-		-	-	-
41730	233		SUBSCRIPTIONS TO NEWSPAPERS AN		0	-		-	-	-
41730	235		MEMBERSHIPS, REGISTRATION FEES	40	500	-		700	700	700
41730	248		WILSON COUNTY GIS SYSTEM		9,000	9,000		-	-	-
41730	251		MEDICAL, DENTAL, VETERINARY, A	25	300	292		300	300	300
41730	255		DATA PROCESSING SERVICES		2,000	2,000		2,000	2,000	2,000
41730	261		REPAIR & MAINTENANCE MOTER VEHICLES					5,000	5,000	5,000
41730	283		OUT-OF-TOWN EXPENSE		700	-		700	700	700
41730	287		MEALS AND ENTERTAINMENT		200	-		200	200	200
41730	310		OFFICE SUPPLIES AND MATERIALS	124	1,250	625		1,250	1,250	1,250
41730	320		OPERATING SUPPLIES	347	1,500	750		10,000	10,000	10,000
41730	331		GAS, OIL, DIESEL FUEL,GREASE,		100	-		500	500	500
41730	510		INSURANCE	640	600	600		600	600	600
41730	533		MACHINERY AND EQUIPMENT RENTAL		500	-		500	500	500
			Total Operatiing	42,800	73,500	69,267		81,600	81,600	81,600
			Total Capital	-	-	-		0	-	-
			Grand Total	147,068	277,359	228,030		299,204	291,644	291,644

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025											
			110	POLICE							
			Personnel	105							
					Actual	Amended	Projected	DETAILS	Department	City	City
					2022-2023	2023-2024	Current Year		Requests	Manager	Commission
					-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
Fund	Function	Object		Description							
	42100	POLICE									
110	42100	111		SALARIES - PERMANENT EMPLOYEES	6,332,644	6,975,844	6,641,859		7,487,591	7,487,591	7,487,591
110	42100	112		SALARIES -OVERTIME ATOVERTIME	164,323	475,447	475,447		518,958	518,958	518,958
110	42100	113		SALARIES - HOLIDAY PAY	136,624	175,850	175,850		191,943	191,943	191,943
110	42100	116		EMPLOYEE RECOGNITION	104,735	139,517	24,000		149,752	149,752	149,752
110	42100	117		SUPPLEMENTAL AND ON-CALL PAY		85,000	85,000		85,700	85,700	85,700
110	42100	119		LONGEVITY PAY	29,600	31,000	-		30,100	30,100	30,100
110	42100	141		OASI (EMPLOYER'S SHARE)	492,504	603,023	38,914		647,499	647,499	647,499
110	42100	142		EMPLOYEE BENEFITS	726,845	1,216,856	562,637		1,393,814	1,393,814	1,393,814
110	42100	143		RETIREMENT - CURRENT	530,873	775,654	775,654		971,672	971,672	971,672
110	42100	146		WORKMEN'S COMPENSATION	100,399	140,421	140,421		150,194	150,194	150,194
110	42100	147		UNEMPLOYMENT INSURANCE	2,371	6,400	3,297		6,720	6,720	6,720
110	42100	162		VOLUNTEER BENEFITS		5,000	-		5,000	5,000	5,000
				Personnel Changes			-	(Salary+Benefits)			
				1 Executive Officer/Secretary	Same a Police Sergeant Pay			(Removed)	113,960		
				1 K9 Officer	Same as Police Corporal Pay			(Removed)	97,580		
				4 Certified Patrol Officers				(Removed)	364,000		
				Pay adjustment full year				(Removed)	649,117		
				Total Personnel	8,620,918	10,630,012	8,923,079		12,863,600	11,638,943	11,638,943

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
110 POLICE										
Personnel				105			DETAILS	Department	City	City
				Actual	Amended	Projected		Requests	Manager	Commission
				2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025
Fund	Function	Object	Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	42100	200	CONTRACTUAL SERVICES	45,638	73,500	51,867		81,000	79,500	79,500
			MaxShred Document Shredding Services				2,000			
			Wireless Plus VHF System Maintenance & Service Agreement (Supports FDMJ)				6,000			
			Storage Unit Fees for Records & Evidence Overflow				40,000			
			CLEAR Investigative Research Tool				24,000			
			Clearview Investigative Research Tool				5,500			
			ERAD Fraudulent Card Reader Annual Fee (Removed)				1,500			
			Contingency				2,000			
110	42100	204	EMPLOYEE EDUCATION AND TRAININ	111,464	151,500	135,228		202,000	170,000	170,000
			86 Full-time Officers (Reduced by \$3000)				75,000			
			28 Reserve Officers				15,000			
			20 Dispatchers				25,000			
			V-Academy Renewal				7,000			
			Basic Police Academy for 6 New Positions (\$3000 per officer) (Removed)				18,000			
			NIOA Public Relations Conference				4,000			
			Tuition Reimbursement Program				20,000			
			NW School of Police Staff and Command (2)				10,000			
			Evidence Certification Training				3,000			
			Training Officers Training Conference				1,500			
			Briefing Training Program - When Then Project (Removed)				6,000			
			Wellness Training and Conferences (Removed)				5,000			
			VCIF Grant Training for National Forensic Academy				12,500			
110	42100	206	EMPLOYEE WELLNESS PROGRAM					66,100	24,500	24,500
			Annual Health Screening				15,000			
			Lighthouse Health and Wellness App (Removed)				5,600			
			Promotional Material				2,000			
			Awards and Acknowledgements				7,500			
			Snacks, Drinks, Food to stock Kitchen (Removed)				36,000			
110	42100	209	HAND GUN SAFETY	401	800	-		800	800	800
110	42100	211	POSTAGE, BOX RENT, ETC.	590	1,500	992		1,500	1,500	1,500

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025											
			110	POLICE							
			Personnel	105	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
Fund	Function	Object	Description	-1-	-3-	-4a-	-5-		-6-	-7-	
110	42100	219	COMMUNICATION SERVICES	191,299	303,000	240,723			349,500	349,500	349,500
				Eagent Required NCIC/TCIC Access Fee				5,300			
				Equipment Required for TDS Circuit Change				30,000			
				Required Radio System Metro Access to Controller Fees				110,000			
				Required T1 Lines for Radio System Fees				15,000			
				Required Maintenance/Upgrade Agreement for Radio System Tower Site and Dispatch Consoles				120,000			
								8,000			
				Required Tower Access Fees				8,000			
				Unified Solutions Eventide Call Recorder Annual Fee				5,200			
								20,000			
				Viper 911 System Annual Fee				20,000			
				DataTech 911 Wilson County CAD Interface Annual Fee				11,000			
				PowerPhone Emergency Medical Dispatch System (EMS) Annual Fee				24,000			
				Replacement Dispatch Headset Equipment				1,000			
110	42100	220	PRINTING, DUPLICATING,TYPING,	4,107	10,000	5,295			10,000	10,000	10,000
110	42100	231	PUBLICATION OF FORMALAND LEGA	668	1,500	631			1,500	1,500	1,500
110	42100	233	SUBSCRIPTIONS TO NEWSPAPERS AN	32	200	-			200	200	200
110	42100	235	MEMBERSHIPS, REGISTRATION FEES	2,070	3,500	1,671			4,500	4,500	4,500
110	42100	236	PUBLIC RELATION	3,168	7,000	7,000			13,000	13,000	13,000
				Marketing/Advertisement for Police Programs				2,000			
				Badge Stickers, Wrist Bands, and Other Promotional Items for Kids				4,000			
								4,000			
								1,000			
								1,000			
								1,000			
110	42100	239	COMMUNITY EDUCATION	8,950	12,000	12,000			16,000	12,000	12,000
				Special Events (Night Out Against Crime, Department Open House)				3,000			
								3,000			
								2,000			
								6,000			
								2,000			
110	42100	251	MEDICAL, DENTAL, VETERINARY, A	11,992	20,700	20,700			22,000	22,000	22,000

Statement Of Proposed Operations										
For the Fiscal Year Ending JUNE 30, 2025										
110			POLICE							
Personnel			105							
				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	2023-2024	Current Year		Requests	Manager	Commission
				-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
Fund	Function	Object	Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	42100	255	DATA PROCESSING SERVICES	321,970	611922	458,877		675,500	655,500	655,500
			Utility Annual Service Fee for Body Camera, In-Car Camera, and Digital Evidence Management Program				265,000			
			REKOR Annual Service Fee for LPR Cameras				180,000			
			Eforce Annual Service Fee for CAD/RMS System (Supports FDMJ)				75,000			
			Language Line Interpretation Services				5,000			
			Leads On Line Pawn/Jewelry Shop Reporting				4,500			
			L-3 In-Car Camera Maintenance Renewal Fee (Removed)				5,000			
			eAgent Connection to NCIC				1,500			
			TN Criminal Justice Portal Access				4,000			
			Guardian Track Annual Fee				7,000			
			Automatic Vehicle Location Service Fees				50,000			
			TV Eyes Monitoring Service Renewal				1,800			
			CRS NexLog NL 740 Recorder Maintenance				5,200			
			Oxygen Cell Phone Forensics Software Renewal				3,000			
			Magnet Forensics Cell Phone Software Renewal (GreyKey, Axiom, Artifact IQ)				46,000			
			Required Sex Offender Registration Fees				1,500			
			Required TBI Evidence Processing Fees				1,000			
			Residential and Business Alarm Management System (Removed)				15,000			
			Replacement Computer Accessories and Monitors				5,000			
110	42100	258	DRUG TESTING			-				
110	42100	261	REPAIR AND MAINTENANCE MOTOR V	144,133	160000	114,795		180,000	180,000	180,000
110	42100	262	REPAIR AND MAINTENANCE OTHER M	7,715	10000	5,158		10,000	10,000	10,000
110	42100	263	REPAIR AND MAINTENANCE FURNITU	6,873	10,000	4,217		8,000	8,000	8,000
110	42100	283	OUT-OF-TOWN EXPENSE	16,012	18,000	18,000		30,000	30,000	30,000
110	42100	287	MEALS AND ENTERTAINMENT	4,731	8,000	8,000		22,000	22,000	22,000
							10,000			
							12,000			
110	42100	303	CRIME STOPPERS		5,000	-		5,000	5,000	5,000
110	42100	304	SPECIAL RESPONSE UNIT	13,998	32,020	24,763		32,800	12,800	12,800
			Chemical and Less-Than-Lethal Munitions				2,000			
			Equipment Replacements				3,000			
			Uniform Replacements				1,000			
			Electro-Optic Loan Program Annual Fee				4,800			
			Tactical Drone Program Annual Fee (Removed)				20,000			
			Throw Phone Negotiation Device				2,000			
110	42100	310	OFFICE SUPPLIES AND MATERIALS	7,458	8,000	4,249		10,000	10,000	10,000

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
110 PERSONNEL POLICE				105						
Personnel				105						
				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	2023-2024	Current Year		Requests	Manager	Commission
Fund	Function	Object	Description	-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
110	42100	312	SMALL ITEMS OF EQUIPMENT	84,995	81,400	81,400		100,400	73,900	73,900
			Volunteer Service Equipment				3,000			
			Upgrade Dispatch Monitors				2,400			
			Traffic Cones (Reduced by \$2500)				5,000			
			Replacement Spike Systems (Reduced by \$5000)				10,000			
			3 Ballistic Shields (Removed)				4,500			
			Secure Storage System for Investigative Vehicles				3,000			
			Extra Radio Batteries				3,000			
			General Small Equipment				30,000			
			Truck Cargo Slides				10,000			
			2 Traffic Study Radar Devices (Removed)				9,500			
			Replacement Desktop Monitors (Removed)				5,000			
			Individuals with Special Need Tracking System, Supplies				15,000			
110	42100	320	OPERATING SUPPLIES	22,660	46,431	46,431		89,800	83,800	83,800
			Forensic & Evidence Storage Supplies (Reduced \$6000)				12,000			
			Field Test Drug Kits				2,000			
			Registration Fees				1,000			
			Fire Extinguisher Refill Fees				1,800			
			General Operating Supplies				10,000			
			Small Vehicle Equipment for 16 Replacement Police Vehicles (using available surplus/transferred equipment)				43,000			
			VCIF Grant Operating Costs				20,000			
110	42100	322	OSHA/CHEMICALS	9,422	25,000	15,556		49,500	12,000	12,000
			14 AEDS & Equipment (Removed)				24,000			
			Medical Bags				7,000			
			Trauma Sheers (Removed)				8,500			
			Patrol Vest Life-Saving Supplies (Tourniquets, Pouches, etc) Reduced \$5000				10,000			
110	42100	326	CLOTHING AND UNIFORMS	141,808	198,500	194,006		253,500	225,500	225,500
			Uniform Allowance for Officers (Reduced by \$6000)				86,000			
			Uniform Allowance for Civilians				23,000			
			Uniform Allowance for Reserves and CSOs				18,000			
			Replacement Outer-Carrier Vest Holders				10,000			
			Replacement Rifle Plates				16,500			
			Replacement Vests (25) for Expiring Vests				36,000			
			Replacement Ballistic Helmets for Patrol (\$6,500 Moved to Drug Fund)							
			Uniforms for 5 New Hires (Reduced by \$12,000)				30,000			
			Uniforms for Attrition Hires				14,000			
			Uniform Stock (Reduced by \$10,000)				20,000			

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
110 POLICE										
Personnel				105			DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
Fund	Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024				
				-1-	-3-	-4a-		-5-	-6-	-7-
110	42100	327	FIRE ARM SUPPLIES	128,941	187,100	187,100		186,300	171,300	171,300
			6 Glock 45 Handguns				3,500			
			Gun Repair Parts				2,000			
			7,000 Round Handgun Duty Ammunition				5,000			
			6,000 Rounds of Rifle Duty Ammunition				7,800			
			100,000 Rounds of 9mm Training Ammunition				30,000			
			75,000 Rounds of .223 Training Ammunition				40,000			
			1,500 Rounds of Marksman .308 Ammunition				3,000			
			Simunition Training Rounds				2,000			
			Targets (Removed \$3,000)				4,000			
			Firearms Cleaning Supplies and Tools				2,000			
			Reoccurring Taser Program Fee				85,000			
			Taser Holsters				2,000			
			Line item reduced by \$12,000				(12,000.00)			
110	42100	331	GAS, OIL, DIESEL FUEL, GREASE,	246,843	300,000	248,320		320,000	320,000	320,000
110	42100	334	TIRES, TUBES AND ETC.	39,694	45,000	40,150		60,000	60,000	60,000
110	42100	345	FIRING RANGE	10,045	10,000	2,250		20,000	20,000	20,000
110	42100	346	CANINE	12,601	14,000	7,130		30,000	23,800	23,800
			Veterinarian Services for 3 K9s				7,500			
			Cleaning Supplies for 3 K9s				500			
			Dog Food for 3 K9s				3,500			
			Replacement Leads, Lines, and Leashes				1,500			
			Miscellaneous Equipment				2,000			
			Canine Records Software				400			
			Certification Memberships and K9 Specific Training				1,500			
			Custom Ballistic Vest for Citron (Removed)				3,700			
			K9 Boarding Services				1,300			
			Detailed Cleaning of K9 Vehicles				1,600			
			New K9 Home Kennel and Maintenance (Reduced by \$2500)				6,500			
110	42100	347	HONOR GUARD	333	5,500	4,350		4,000	4,000	4,000
110	42100	349	BICYCLE PATROL EQUIPMENT	6,771	17,300	17,300		19,800	1,300	1,300
			Bike Gear, Helmets, Shirts, and Pants				1,300			
			3 Replacement E-Bikes (Removed)				17,000			
			Bike Racks (Removed)				1,500			
110	42100	372	INVESTIGATIVE EQUIPMENT	6,800	28800	22,821		16,900	7,400	7,400
			6 Telephoto Zoom Lenses for Surveillance (Removed)				7,500			
			General Investigative Equipment Replacements				2,000			
			Heavy Duty Disposable Search Gloves				400			
			Money Counter and Bill Scanner (Moved to DF)				2,000			
			Crime Scene Team Start-up Equipment				3,700			
			VCIF Crime Scene Supplies				1,300			

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
			110	POLICE						
			Personnel	105						
Fund	Function	Object	Description	Actual 2022-2023 -1-	Amended Budget 2023-2024 -3-	Projected Current Year 2023-2024 -4a-	DETAILS	Department Requests 2024-2025 -5-	City Manager 2024-2025 -6-	City Commission 2024-2025 -7-
110	42100	382	ACCREDITATION	8,678	11450	3,343		13,200	13,200	13,200
							PowerDMS Annual Fee	10,000		
							PowerStandards for TLEA	750		
							TACP Accreditation Program Fee	800		
							LE Accreditation Coalotion of TN Fee	300		
							TLEA Accreditation Process Costs	1,350		
110	42100	510	INSURANCE	212,976	220000	220,000		250,000	250,000	250,000
110	42100	742	SPECIAL INVESTIGATIVE FUNDS	320	2500	-	Reduced \$1k	2,500	1,500	1,500
			Total Operating	1,836,177	2,641,123	2,204,322		3,157,300	2,890,000	2,890,000
110	42100	910	LAND & EASEMENTS	64						
110	42100	918	VEHICLE EQUIPMENT	281,786	357,500	107,737		600,000	420,000	420,000
			Capital Equipment for 16 Replacement Police Vehicles (using available surplus/transferred equipment)				377,000			
			(Removed \$180,000 for radios and in-car cameras)				180,000			
			Budget Carryover for Equipment Installation for for Vehicles (PO 110-36638/36639/36640/36641/38449)				43,000			
110	42100	920	BUILDINGS	553,321	300,000	77,565				
110	42100	944	TRANSPORTATION EQUIPMENT	787,121	1,106,000	843,381				
110	42100	945	COMMUNICATION EQUIPMENT		318,500	318,500		1,015,686	562,500	562,500
			9 Portable Radios (6 New Hires, 3 Reserves)				62,500			
			Metro - Radio Tower Microwave Project (Reduce by \$453,186 to use Metro E-Circuit)				953,186			
110	42100	949	OTHER MACHINERY AND EQUIPMENT		51,675	24,737		37,000	37,000	37,000
							37,000			
			Total Capital	1,622,292	2,133,675	1,371,920		1,652,686	1,019,500	1,019,500
			Grand Total	12,079,387	15,404,810	12,499,320		17,673,586	15,548,443	15,548,443

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Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
	110	POLICE HEADQUARTERS							
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
					-				
					-				
		Total Personnel		-	-		-	-	-
41880	POLICE HEADQUARTERS								
41880	200	CONTRACTUAL SERVICES	16,027	22,200	14,745		32,200	32,200	32,200
						Cleaning Services	30,000		
						Generator Maintenance	800		
						Propane for Tower Site	800		
						Gate Maintenance	600		
41880	211	POSTAGE, BOX RENT, ETC.			-				
41880	240	STORMWATER	706	2,200	1,453		2,200	2,200	2,200
41880	241	ELECTRIC	24,363	25,000	25,000		25,000	25,000	25,000
41880	242	WATER	2,223	2,500	2,500		2,500	2,500	2,500
41880	243	SEWER	1,066	1,500	1,500		2,000	2,000	2,000
41880	244	GAS	2,030	1,000	938		1,000	1,000	1,000
41880	249	OTHER UTILITY SERVICES	6,053	7,000	6,536		10,000	10,000	10,000
41880	266	REPAIR AND MAINTENANCEBUILDIN	40,335	50,000	50,000		50,000	50,000	50,000
41880	320	OPERATING SUPPLIES			-				
41880	324	HOUSEHOLD AND JANITORIAL SUPPL	4,994	10,000	2,260		10,000	5,000	5,000
					Reduced by (\$5000)	10,000			
41880	510	INSURANCE	2,985	2,800	2,800		2,800	2,800	2,800
					-				
		Total Operating	100,782	124,200	107,732		137,700	132,700	132,700
41880	920	BUILDINGS							
41880	922	OPERATIONAL ELEMENTS OF BLDGS		-					
41880	939	OTHER IMPROVEMENTS							
		Total Capital	-	-	-		-	-	-
		Grand Total	100,782	124,200	107,732		137,700	132,700	132,700

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025									
		110	ANIMAL CONTROL						
		Personnel	4						
Function	Object	Description	Actual 2022-2023 -1-	Amended Budget 2023-2024 -3-	Projected Current Year 2023-2024 -4a-	DETAILS	Department Requests 2024-2025 -5-	City Manager 2024-2025 -6-	City Commission 2024-2025 -7-
41720	320	OPERATING SUPPLIES	6,459	12,500	7,906	Reduced	12,500	11,250	11,250
41720	322	OSHA/CHEMICALS		500	-	Reduced	500	450	450
41720	324	HOUSEHOLD AND JANITORIAL SUPPL	148	2500	82	Reduced	2,500	2,250	2,250
41720	326	CLOTHING AND UNIFORMS	2,875	5,800	5,149		5,800	5,800	5,800
41720	329	DRUGS - MEDICAL - ANIMAL CONTR	43	3,000	652	Reduced	3,000	2,700	2,700
41720	331	GAS, OIL, DIESEL FUEL, GREASE,	1,697	4,000	1,411	Reduced	4,000	3,600	3,600
41720	334	TIRES, TUBES AND ETC.		2,000	-	Reduced	2,000	1,800	1,800
41720	510	INSURANCE	13,861	14,500	14,195		15,000	15,000	15,000
		Total Operating	115,121	143,250	82,233		176,300	159,300	159,300
41720	918	VEHICLE EQUIPMENT					20,000	10,000	10,000
		Radio, Emergency Lighting, and Install for New Truck (Reduced by \$10,000)				20,000			
41720	939	OTHER IMPROVEMENTS		20,000	-				
41720	944	TRANSPORTATION EQUIPMENT					48,000	35,000	35,000
		Animal Control Vehicle, 4-Door, 4x4 Truck (Reduced by \$13,000)				48,000			
41720	949	OTHER MACHINERY AND EQUIPMENT			-		14,000	14,000	14,000
		2 Portable Radios for Animal Control Officers				14,000			
		Total Capital	-	20,000	-		82,000	59,000	59,000
		Grand Total	353,323	498,056	341,439		600,070	556,828	556,828

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
		110	CITY COURT						
		Personnel	1						
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
41210	CITYCOURT								
41210	111	SALARIES - PERMANENT EMPLOYEES	10,829	11,700	10,681		11,700	11700	11,700
41210	141	OASI (EMPLOYER'S SHARE)	826	895	817		895	895	895
41210	146	WORKMEN'S COMPENSATION			-				
41210	147	UNEMPLOYMENT INSURANCE	21		19				
		Total Personnel	11,676	12,595	11,517		12,595	12,595	12,595
41210	200	CONTRACTUAL SERVICES	3,325	6,000	4,629		8,000	8,000	8,000
41210	320	OPERATING SUPPLIES	320	1,000	493		2,000	2,000	2,000
		Total Operating	3,645	7,000	5,121		10,000	10,000	10,000
		Total Capital	-	-	-		0	-	-
		Grand Total	15,321	19,595	16,638		22,595	22,595	22,595

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
	110	SPECIAL STORAGE FACILITY							
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
					-				
					-				
		Total Personnel		-	-		-	-	-
41850		SPECIAL STORAGE FACILITY							
41850	200	CONTRACTUAL SERVICES	6,000	9,000	5,597	Reduced	16,000	9,000	9,000
41850	240	STORMWATER	125	400	376		500	500	500
41850	241	ELECTRIC	340	3,600	-		3,600	3,600	3,600
41850	242	WATER	1,031	1,000	1,000		1,000	1,000	1,000
41850	243	SEWER	737	800	800		1000	1000	1000
41850	249	OTHER UTILITY SERVICES	1,980	1,500	1,500		2,000	2,000	2,000
41850	266	REPAIR AND MAINTENANCEBUILDIN	6,735	30,000	3,377	Reduced	30,000	5,000	5,000
					Reduced by \$25,000				
41850	312	SMALL ITEMS OF EQUIPMENT	1,370	3,200	1,116		2,000	2,000	2,000
41850	320	OPERATING SUPPLIES		1,600	-		1,600	1,600	1,600
41850	324	HOUSEHOLD AND JANITORIAL SUPPL	1,024	1,500	1,500		1,500	1,500	1,500
41850	510	INSURANCE	4,265	4,000	4,000		5,000	5,000	5,000
		Total Operating	23,607	56,600	19,266		64,200	32,200	32,200
		Total Capital	-	-	-		-	-	-
		Grand Total	23,607	56,600	19,266		64,200	32,200	32,200

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025											
110 Fire Protection											
Personnel				84	Actual	Amended	Projected	DETAILS	Department	City	City
					Budget	Current Year	Requests		Manager	Commission	
Sequence	Fund	Function	Object	Description	2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025
Fire Protection					-1-	-3-	-4a-		-5-	-6-	-7-
								(Removed) (Removed) (Removed) (Removed) (Removed) (Removed)			
	110	42200	111	SALARIES - PERMANENT EMPLOYEES	3,172,380	5,370,378	4,940,052		6,125,063	6,125,063	6,125,063
	110	42200	112	SALARIES -OVERTIME ATOVERTIME	707	613,403	574,567		609,289	609,289	609,289
	110	42200	113	SALARIES - HOLIDAY PAY		59	-		60	60	60
	110	42200	116	EMPLOYEE RECOGNITION	46,670	107,408	107,408		122,501	122,501	122,501
	110	42200	117	SUPPLEMENTAL AND ON-CALL PAY		48,800	-		44,800	44,800	44,800
	110	42200	119	- LONGEVITY PAY	5,200	8,000	8,000		8,200	8,200	8,200
	110	42200	141	OASI (EMPLOYER'S SHARE)	231,612	470,326	422,819		528,608	528,608	528,608
	110	42200	142	EMPLOYEE BENEFITS	527,291	845,913	745,871		1,126,295	1,126,295	1,126,295
	110	42200	143	RETIREMENT - CURRENT	241,931	604,968	490,602		793,258	793,258	793,258
	110	42200	146	WORKMEN'S COMPENSATION	66,280	178,392	178,392		204,809	204,809	204,809
	110	42200	147	UNEMPLOYMENT INSURANCE	1,511	5,056	3,078		5,376	5,376	5,376
	110	42200	162	VOLUNTEER BENEFITS		5,600			5,600	5,600	5,600
				Personnel Requests:			-				
				1 Deputy Fire Marshal					106,680		
				3 Fire Lt's					224,000		
				6 FF/PM		(Reduced to 3 at \$202k)			403,200		
				1 Fire/EMS Training Capt.					106,680		
				Upgrade 3 EMS Lt. to EMS Capt.					9,380		
				90 Personnel total in department - See New Pay Scale with PD							
				Pay Adjustments Full Year				256,417			
				Total Personnel	4,293,582	8,258,303	7,470,788	10,680,216	9,573,859	9,573,859	
	110	42200	200	CONTRACTUAL SERVICES	7,861	65,000	14,994	25,000	25,000	25,000	
	110	42200	204	EMPLOYEE EDUCATION AND TRAINING	8,374	35,000	24,500	50,000	50,000	50,000	
	110	42200	211	POSTAGE, BOX RENT, ETC.		200	37	300	300	300	
	110	42200	220	PRINTING, DUPLICATING,TYPING,	34	300	122	300	300	300	
	110	42200	231	PUBLICATION OF FORMALAND LEGA	422	250	250	300	300	300	
	110	42200	233	SUBSCRIPTIONS TO NEWSPAPERS AN	-	200	-	300	300	300	
	110	42200	235	MEMBERSHIPS, REGISTRATION FEES	1,850	2,500	2,500	5,000	5,000	5,000	
	110	42200	239	COMMUNITY EDUCATION	1,539	4,000	1,781	5,000	5,000	5,000	
	110	42200	240	STORMWATER	309	900		1,000	1,000	1,000	
	110	42200	241	ELECTRIC	14,099	27,000	23,984	30,000	30,000	30,000	
	110	42200	242	WATER	8,320	12,000	12,000	15,000	15,000	15,000	
	110	42200	243	SEWER	4,637	10,000	4,820	15,000	15,000	15,000	
	110	42200	244	GAS	14,373	23,000	11,145	28,000	28,000	28,000	
	110	42200	249	OTHER UTILITY SERVICES	4,358	4,000	4,000	5,000	5,000	5,000	
	110	42200	251	MEDICAL, DENTAL, VETERINARY, A	21,548	38,800	38,800	65,000	65,000	65,000	
	110	42200	255	DATA PROCESSING SERVICES	11,954	20,000	20,000	34,000	34,000	34,000	
	110	42200	258	DRUG TESTING		500	-	1,000	1,000	1,000	
	110	42200	261	REPAIR AND MAINTENANCEMOTOR V	54,599	55,500	38,309	70,000	70,000	70,000	
	110	42200	262	REPAIR AND MAINTENANCEOTHER M	33,668	25,000	58,705	55,000	55,000	55,000	
	110	42200	266	REPAIR AND MAINTENANCEBUILDIN	33,678	50,000	26,920	50,000	50,000	50,000	
	110	42200	268	ENGINEERING		300,000	-				
	110	42200	283	OUT-OF-TOWN EXPENSE	1,588	2,000	2,000	3,000	3,000	3,000	
	110	42200	287	MEALS AND ENTERTAINMENT	1,264	1,500	1,170	2,000	2,000	2,000	
	110	42200	310	OFFICE SUPPLIES AND MATERIALS	163	1,000	451	1,000	1,000	1,000	

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025											
			110	Fire Protection							
			Personnel	84		Actual	Amended	Projected		Department	City
						2022-2023	2023-2024	Current Year	DETAILS	Requests	Manager
								2023-2024		2024-2025	Commission
Sequence	Fund	Function	Object	Description		-1-	-3-	-4a-		-5-	-6-
	110	42200	312	SMALL ITEMS OF EQUIPMENT		37,703	40,000	40,000		40,000	40,000
	110	42200	315	TURN OUT GEAR		42,074	52,500	38,297		52,500	52,500
	110	42200	320	OPERATING SUPPLIES		22,014	30,000	25,735		30,000	30,000
	110	42200	322	OSHA/CHEMICALS				-			
	110	42200	324	HOUSEHOLD AND JANITORIAL SUPPL		7,541	7,000	7,000		10,000	10,000
	110	42200	326	CLOTHING AND UNIFORMS		21,172	32,000	32,000		40,000	40,000
	110	42200	328	EDUCATIONAL SUPPLIES		68	2,000	-		4,000	4,000
	110	42200	331	GAS, OIL, DIESEL FUEL, GREASE,		47,198	50,000	61,060		62,000	62,000
	110	42200	334	TIRES, TUBES AND ETC.		7,753	16,000	11,607		20,000	20,000
	110	42200	381	SHORT & OVER REIMBURSEMENT				-			
	110	42200	510	INSURANCE		48,889	70,000	68,527		75,000	75,000
	110	42200	605	COMMISSIONS PAID OUT		572	500	583		600	600
	110	42200	759	FIRE EXPLORERS			4,350	-	Rollover Donation	4,350	4,350
				Total Operating		459,622	983,000	571,296	-	799,650	799,650
	110	42200									
	110	42200	910	EASEMENTS & LAND			950,000	950,000			
	110	42200	939	OTHER IMPROVEMENTS		16,237	600,000	600,000		550,000	550,000
									Station 1 Addition		
	110	42200	940	MACHINERY AND EQUIPMENT		176,980	85,000	81,123	550,000	567,000	547,000
									Honor Guard (Removed)	20,000	
									Extrication Tools	75,000	
									SCBA Equipment	200,000	
									Fire/Rescue Tools	30,000	
									x2 Pumper Equipment (Reduced)	200,000	
									Knox Vaults	16,000	
									Knox Program	26,000	
	110	42200	944	TRANSPORTATION EQUIPMENT		145,905	1,899,295	480,000		1,540,200	1,540,200
									Rollover Fire Engines x2	1,400,200	
									x2 Pickup Trucks (Reduced)	100,000	
									Upfitting Vehicles	30,000	
									Grant Match	10,000	
	110	42200	945	COMMUNICATION EQUIPMENT			50,000	53,877		350,000	200,000
									Radio Equipment/Loccution	200,000	
									Station Toning (Removed)	150,000	
				Total Capital		339,122	3,584,295	2,165,000		3,007,200	2,837,200
				Grand Total		5,092,326	12,825,598	10,207,084		14,487,066	13,210,709

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
			110	EMS						
Fund	Function	Object	Description	Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	2023-2024	2023-2024		Requests	Manager	Commission
				-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
110		EMS						-5-	-6-	-7-
			Total Fund Revenue							
					OK					
			Moved to Fire Budget							
			Total Personnel							
110	42250	200	CONTRACTUAL SERVICES	69,415	82,000	36,484		82,000	82,000	82,000
110	42250	204	EMPLOYEE EDUCATION AND TRAINING	14,190	30,000	28,783		80,000	80,000	80,000
110	42250	211	POSTAGE, BOX RENT, ETC.			-				
110	42250	220	PRINTING, DUPLICATING,TYPING,		2000	164		2,500	2,500	2,500
110	42250	235	MEMBERSHIPS, REGISTRATION FEES	2164	2,000	1,857		2,000	2,000	2,000
110	42250	239	COMMUNITY EDUCATION	1,310	2,000	-		2,000	2,000	2,000
110	42250	251	MEDICAL, DENTAL, VETERINARY, A	9,759		-				
110	42250	255	DATA PROCESSING SERVICES	23,037	15,000	15,000		25,000	25,000	25,000
110	42250	258	DRUG TESTING		3,000	309		3,000	3,000	3,000
110	42250	261	REPAIR AND MAINTENANCEMOTOR V	23,485	61,500	82,623		50,000	50,000	50,000
110	42250	262	REPAIR AND MAINTENANCEOTHER M	13,386	20,000	22,576		25,000	25,000	25,000
110	42250	266	REPAIR AND MAINTENANCEBUILDIN			601				
110	42250	287	MEALS AND ENTERTAINMENT	915	1,000	-		2,000	2,000	2,000
110	42250	310	OFFICE SUPPLIES AND MATERIALS	143	500	-		1,000	1,000	1,000
110	42250	312	SMALL ITEMS OF EQUIPMENT	10,750	20,000	20,000		30,000	30,000	30,000
110	42250	315	TURN OUT GEAR	5,619	52,000	52,000		52,500	52,500	52,500
110	42250	320	OPERATING SUPPLIES	88,774	120,000	110,228		250,000	250,000	250,000
110	42250	324	HOUSEHOLD AND JANITORIAL SUPPL			-				
110	42250	326	CLOTHING AND UNIFORMS	13,774	12,000	9,451		25,000	25,000	25,000
110	42250	328	EDUCATIONAL SUPPLIES	1,207	2,000	-		10,000	10,000	10,000
110	42250	331	GAS, OIL, DIESEL FUEL,GREASE,	7,938	30,000	34,109		40,000	40,000	40,000
110	42250	334	TIRES, TUBES AND ETC.	3,043	10,000	7,414		10,000	10,000	10,000
110	42250	510	INSURANCE	2,704	10,000	10,000		15,000	15,000	15,000
110	42250	531	RENTAL	33,333		6,666				
			Total Operating	324,946	475,000	438,265		707,000	707,000	707,000
110	42250	939	OTHER IMPROVEMENTS		32,323	32,323				
110	42250	944	TRANSPORTATION EQUIPMENT	358,651	1,055,842	853,895		435,000	435,000	435,000
					Rollover 1 Ambulance purchase		200,000			
					x2 ambulance remounts (Reduced from \$430,000)		215,000			
						upfitting	20,000			
110	42250	945	COMMUNICATION EQUIPMENT		48,332	48,332				
110	42250	940	MACHINERY AND EQUIPMENT	778,258	230,000	230,000		200,000	200,000	200,000
110					x3 zoll monitors		200,000			
			Total Capital	1,136,909	1,366,497	1,164,550		635,000	635,000	635,000
			Grand Total	1,461,855	1,841,497	1,602,815		1,342,000	1,342,000	1,342,000
				OK	OK					

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
110 DEVELOPMENT SERVICES									
Personnel 10				Actual	Amended	Projected	DETAILS	Department	City
				2022-2023	Budget	Current Year		Requests	Manager
				2023-2024	2023-2024	2023-2024		2024-2025	2024-2025
Function	Object	Description		-1-	-3-	-4a-		-5-	-6-
									Commission
									2024-2025
43000	DEVELOPMENT SERVICES								
43000	111	SALARIES - PERMANENT EMPLOYEES		660,115	739,682	722,852		766,428	766,428
43000	112	SALARIES - OVERTIME ATOVERTIME		0.00	5,442	301		5,646	5,646
43000	113	SALARIES - HOLIDAY PAY			740	-		766	766
43000	116	EMPLOYEE RECOGNITION		9,392	14,794	14,794		15,329	15,329
43000	119	LONGEVITY PAY		2,700	2,800	2,800		3,000	3,000
43000	141	OASI (EMPLOYER'S SHARE)		46,856	58,404	52,762		60,524	60,524
43000	142	EMPLOYEE BENEFITS		122,896	199,950	174,768		200,970	200,970
43000	143	RETIREMENT - CURRENT		51,439	75,124	73,826		90,826	90,826
43000	146	WORKMEN'S COMPENSATION		13,858	18,299	18,299		18,890	18,890
43000	147	UNEMPLOYMENT INSURANCE		281	640	285		640	640
		Personnel Changes							
		Increase Deputy Director from \$41.88 per hr. to \$43.14 Per hr. due to increasing responsibilities					Removed	3,360	
		Total Personnel		907,537	1,115,875	1,060,686		1,166,379	1,163,019
43000	200	CONTRACTUAL SERVICES		1,263	5,000	665	Reduced	5,000	2,000
43000	204	EMPLOYEE EDUCATION ANDTRAININ		8,707	18,000	6,211		18,000	18,000
43000	220	PRINTING, DUPLICATING,TYPING,		153	2,000	-		2,000	2,000
43000	231	PUBLICATION OF FORMALAND LEGA		480	1,000	-		1,000	1,000
43000	235	MEMBERSHIPS, REGISTRATION FEES		1,790	3,500	2,179		3,500	3,500
43000	251	MEDICAL, DENTAL, VETERINARY, A		345	500	33		500	500
43000	255	DATA PROCESSING SERVICES			1000	-		2,800	2,800
43000	258	DRUG TESTING			200	-		200	200
43000	261	REPAIR AND MAINTENANCEMOTOR V		5,451	6,800	4,644		6,800	6,800
43000	283	OUT-OF-TOWN EXPENSE		1,294	3,000	-		3,000	3,000
43000	287	MEALS AND ENTERTAINMENT		283	1,500	-		1,500	1,500
43000	302	PW SAFETY PROGRAM		1,513	2,500	429		2,500	2,500
43000	305	RECORDING FEES			600	-		600	600
43000	310	OFFICE SUPPLIES AND MATERIALS		3,190	4,000	2,443		4,000	4,000
43000	312	SMALL ITEMS OF EQUIPMENT		10,575	6,500	6,500		9,000	9,000
43000	320	OPERATING SUPPLIES		678	3,500	379		3,500	3,500
43000	326	CLOTHING AND UNIFORMS		2,455	4,000	814		4,000	4,000
43000	331	GAS, OIL, DIESEL FUEL,GREASE,		8,819	10,000	9,799		12,000	12,000
43000	334	TIRES, TUBES AND ETC.		1,240	2,000	1,073		2,500	2,500
43000	510	INSURANCE		27,507	21,750	21,292		24,000	24,000
		Total Operating		75,743	97,350	56,461		106,400	103,400
43000	944	TRANSPORTATION EQUIPMENT		67,758					
		Total Capital		67,758	-	-		0	-
		Grand Total		1,051,038	1,213,225	1,117,147		1,272,779	1,266,419

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025									
		110	CITYPLANNER						
		Personnel	6						
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
41710	CITYPLANNER								
41710	111	SALARIES - PERMANENT EMPLOYEES	294,099	437,357	320,041		494,375	494,375	494,375
41710	112	SALARIES - OVERTIME ATOVERTIME		1,407	372		1,845	1,845	1,845
41710	113	SALARIES - HOLIDAY PAY		281	-		369	369	369
41710	116	EMPLOYEE RECOGNITION	5,415	8,087	8,087		9,888	9,888	9,888
41710	119	LONGEVITY PAY	2,000	2,100	1,714		2,200	2,200	2,200
41710	141	OASI (EMPLOYER'S SHARE)	22,261	34,652	24,829		38,914	38,914	38,914
41710	142	EMPLOYEE BENEFITS	60,540	61,730	54,410		71,242	71,242	71,242
41710	143	RETIREMENT - CURRENT	21,494	43,957	28,891		58,396	58,396	58,396
41710	145	RELOCATION EXPENSES			4,000		0	0	0
41710	146	WORKMEN'S COMPENSATION	276	458	458		560	560	560
41710	147	UNEMPLOYMENT INSURANCE	126	384	111		384	384	384
		Personnel Requests							
		Total Personnel	406,211	590,413	442,913		678,173	678,173	678,173
41710	200	CONTRACTUAL SERVICES	11,076	50,000	16,218	Reduced	20,000	20,000	20,000
41710	204	EMPLOYEE EDUCATION ANDTRAININ	912	7,600	1,771		7,600	7,600	7,600
41710	220	PRINTING, DUPLICATING,TYPING,	3,513	5,000	1,476		4,000	4,000	4,000
41710	231	PUBLICATION OF FORMALAND LEGA	5,085	6,000	1,815		6,000	6,000	6,000
41710	235	MEMBERSHIPS, REGISTRATION FEES	597	1,500	1,454		1,500	1,500	1,500
41710	251	MEDICAL, DENTAL, VETERINARY, A	150	200	-		200	200	200
41710	255	DATA PROCESSING SERVICES		1,000	-		1,500	1,500	1,500
41710	258	DRUG TESTING			-				
41710	261	REPAIR AND MAINTENANCEMOTOR V	1,214	1,500	552		2,500	2,500	2,500
41710	283	OUT-OF-TOWN EXPENSE	1,638	3,000	1,592		5,000	5,000	5,000
41710	287	MEALS AND ENTERTAINMENT	496	4,000	4,000		4,000	4,000	4,000
41710	310	OFFICE SUPPLIES AND MATERIALS	1,941	3,000	198		3,000	3,000	3,000
41710	320	OPERATING SUPPLIES	7,733	8,000	6,140		8,000	8,000	8,000
41710	326	CLOTHING AND UNIFORMS					1,500	1,500	1,500
41710	331	GAS, OIL, DIESEL FUEL,GREASE,	1,235	2,500	1,393		3,000	3,000	3,000
41710	334	TIRES, TUBES AND ETC.	723	3,000	-				
41710	381	SHORT & OVER REIMBURSEMENT			-				
41710	510	INSURANCE	4,158	4,300	4,210		4,500	4,500	4,500
		Total Operating	40,471	100,600	40,819		72,300	72,300	72,300
41710	918	VEHICLE EQUIPMENT					2,000	2,000	2,000
41710	944	TRANSPORTATION EQUIPMENT	35,636	50,000	39,620				
		Total Capital	35,636	50,000	39,620		2,000	2,000	2,000
		Grand Total	482,318	741,013	523,352		752,473	752,473	752,473

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025											
		110	HIGHWAY AND STREET ADMINISTRATION								
		Personnel	21		Actual	Amended	Projected	DETAILS	Department	City	City
					2022-2023	Budget	Current Year		Requests	Manager	Commission
Function	Object		Description		-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
									-5-	-6-	-7-
43110	HIGHWAY AND STREET ADMINISTRATION										
43110	111		SALARIES - PERMANENT EMPLOYEES	1,244,643	1,367,988	1,262,171			1,486,690	1,486,690	1,486,690
43110	112		SALARIES -OVERTIME ATOVERTIME		20,286	20,286			21,790	21,790	21,790
43110	113		SALARIES - HOLIDAY PAY	401	2,563	235			2,801	2,801	2,801
43110	116		EMPLOYEE RECOGNITION	23,314	27,360	11,143			29,734	29,734	29,734
43110	117		SUPPLEMENTAL AND ON-CALL PAY						13,200	13,200	13,200
43110	119		LONGEVITY PAY	7,400	7,900	7,900			8,600	8,600	8,600
43110	141		OASI (EMPLOYER'S SHARE)	92,851	110,106	3,086			119,555	119,555	119,555
43110	142		EMPLOYEE BENEFITS	202,673	276,304	97,871			333,971	333,971	333,971
43110	143		RETIREMENT - CURRENT	102,810	141,627	141,627			179,411	179,411	179,411
43110	146		WORKMEN'S COMPENSATION	29,723	41,011	41,011			44,630	44,630	44,630
43110	147		UNEMPLOYMENT INSURANCE	479	1,280	527			1,344	1,344	1,344
			Personnel Request								
			ROW Operator Position					Frozen		(69,858)	
			Reclassify Traffic Signal Control Technician II to Traffic Field Manager: The role of this position has become more of a supervisory role over the other technician staff and contractors. The reclassification from Technician II to Field Manager is requested to better match the heightened responsibilities of this position, as well as, the increasing demands of personnel management. The requested pay class range tops out at \$36.07, which is a \$2 increase in the prior rate.					Removed	5,040		
			Budget for Charlie Correll to move from ROW Maintenance to ROW Operator: Charlie's years of experience will qualify him to be promoted to ROW Operator. Once he obtains his CDL license, he would be promoted to the ROW Operator position. Therefore, I would like to budget for this, even though he won't be promoted until he obtains the CDL.					Removed	4,440		
			Total Personnel	1,704,294	1,996,425	1,585,857			2,251,206	2,171,868	2,241,726

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
HIGHWAY AND STREET ADMINISTRATION									
110 Personnel		21	Actual	Amended	Projected	DETAILS	Department	City	City
			2022-2023	Budget 2023-2024	Current Year 2023-2024		Requests 2024-2025	Manager 2024-2025	Commission 2024-2025
Function	Object	Description	-1-	-3-	-4a-		-5-	-6-	-7-
43110	200	CONTRACTUAL SERVICES	129,812	300,000	163,785		300,000	250,000	250,000
		Includes but is not limited to ADA-compliant sidewalk repairs, grinding of vegetation from the brush collection service, and other small-scale on-call type contracts not specified elsewhere.				(Reduced \$50k)			
43110	204	EMPLOYEE EDUCATION AND TRAINING	916	25,000	6,701		25,000	25,000	25,000
43110	211	POSTAGE, BOX RENT, ETC.		100	-		400	400	400
43110	220	PRINTING, DUPLICATING, TYPING,	340	400	113		400	400	400
43110	231	PUBLICATION OF FORMAL AND LEGAL	380	600	600		600	600	600
43110	235	MEMBERSHIPS, REGISTRATION FEES	747	2,000	900	Reduced \$1k	3,000	2,000	2,000
43110	242	WATER	518	600	600		600	600	600
43110	245	TELEPHONE AND TELEGRAPH		0	-				
43110	251	MEDICAL, DENTAL, VETERINARY, A	648	600	437		600	600	600
43110	258	DRUG TESTING		0	-				
43110	261	REPAIR AND MAINTENANCE MOTOR V	6027	20,000	18,197		25,000	25,000	25,000
43110	262	REPAIR AND MAINTENANCE OTHER M	40961	50,000	50,000	Reduced \$5k	55,000	50,000	50,000
43110	264	REPAIR AND MAINT TRAFFIC LIGHT		0	-				
43110	268	ENGINEERING	146014	250,000	169,251		180,000	180,000	180,000
		Includes but not limited to on-call consulting services.							
43110	272	PW EQUIPMENT	4954	5,000	1,767		5,000	5,000	5,000
43110	283	OUT-OF-TOWN EXPENSE	404	1,000	676		1,000	1,000	1,000
43110	287	MEALS AND ENTERTAINMENT	147	500	446		500	500	500
43110	302	PW SAFETY PROGRAM	8918	5,000	394		5,000	5,000	5,000
43110	305	RECORDING FEES		0	-				
43110	310	OFFICE SUPPLIES AND MATERIALS	546	750	227		1,000	1,000	1,000
43110	312	SMALL ITEMS OF EQUIPMENT	9509	10,000	3,266		10,000	10,000	10,000
43110	318	SALT	18,698	25,000	25,000		25,000	25,000	25,000
43110	320	OPERATING SUPPLIES	11,822	15,000	9,636		15,000	15,000	15,000
43110	326	CLOTHING AND UNIFORMS	6,284	9,000	5,405		9,000	9,000	9,000
43110	331	GAS, OIL, DIESEL FUEL, GREASE,	47,901	55,000	45,642		55,000	55,000	55,000
43110	334	TIRES, TUBES AND ETC.	10,246	15,000	3,715		15,000	15,000	15,000
43110	342	SIGN PARTS AND SUPPLIES		0	-				
43110	381	SHORT & OVER REIMBURSEMENT		0	-				
43110	399	TORNADO RESPONSE	21	0	-				
43110	510	INSURANCE	27,589	30,000	30,000		35,000	35,000	35,000
43110	533	MACHINERY AND EQUIPMENT RENTAL	719	5,000	-	Reduced \$2k	5,000	3,000	3,000
Total Operating			474,121	825,550	536,756		772,100	714,100	714,100

			Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025								
		110	HIGHWAY AND STREET ADMINISTRATION								
		Personnel	21		Actual	Amended	Projected	DETAILS	Department	City	City
					2022-2023	2023-2024	Current Year		Requests	Manager	Commission
					-1-	-3-	2023-2024		2024-2025	2024-2025	2024-2025
Function	Object		Description		-1-	-3-	-4a-		-5-	-6-	-7-
43110	931		ROADS, STREET, AND PARKING LOT					100,000			
43110	939		OTHER IMPROVEMENTS			50,000	25,000		100,000		
					christmas decorations (Removed)						
43110	940		MACHINERY AND EQUIPMENT			311,500	311,500		135,000	135,000	135,000
43110	942		CONSTRUCTION AND MAINTENANCE M				-				
43110	944		TRANSPORTATION EQUIPMENT		338,808	60,000	-		232,000	116,000	116,000
					2- F-350 (plow truck & salt truck) \$68,000 each (Reduced)			136,000			
					2- Mid-size 4X4 Truck \$48,000 each (Reduced)				96,000		
43110	951		COMPUTER SOFTWARE			10,000	-		15,000	15,000	15,000
43110	999		TORNADO DEBRIS CLEANUP		10,030	50,000	-		50,000	50,000	50,000
			Total Capital		348,838	481,500	336,500		532,000	316,000	316,000
			Grand Total		2,527,253	3,303,475	2,459,113		3,555,306	3,201,968	3,271,826

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
	110	CITY GARAGE							
	Personnel	3							
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
43170	CITY GARAGE								
43170	111	SALARIES - PERMANENT EMPLOYEES	120,023	210,050	140,182		230,045	230,045	230,045
43170	112	SALARIES -OVERTIME ATOVERTIME		1,470	1,470		1,610	1,610	1,610
43170	113	SALARIES - HOLIDAY PAY		210	-		230	230	230
43170	116	EMPLOYEE RECOGNITION	1,313	4,201	4,201		4,601	4,601	4,601
43170	119	LONGEVITY PAY		0	-		0	-	-
43170	141	OASI (EMPLOYER'S SHARE)	8,393	16,519	10,721		18,091	18,091	18,091
43170	142	EMPLOYEE BENEFITS	30,183	63,518	55,128		63,854	63,854	63,854
43170	143	RETIREMENT - CURRENT	6,933	21,248	14,872		27,149	27,149	27,149
43170	146	WORKMEN'S COMPENSATION	1,116	4,254	4,254		4,659	4,659	4,659
43170	147	UNEMPLOYMENT INSURANCE	63	192	64		192	192	192
		Personnel Requests:							
		Certified Mechanic Position				Frozen		(110,331)	
		Reclassify one Senior Mechanic position into Senior Fire Apparatus Mechanic: Requesting this reclassification to a Senior Fire Apparatus mechanic, because this position requires special training and certifications to service fire trucks and ambulances. In an effort to restructure positions to better match experience and to retain qualified staff, it is requested that the Senior Fire Apparatus mechanic have a slightly higher				Removed	10,080		
		Reclassify the Certified Lead Mechanic position to a Senior Fire Apparatus Mechanic: This request is to remove the Certified Lead Mechanic position and add an additional Senior Fire Apparatus Mechanic. With this change, the City garage would have one Senior Mechanic position and two Senior Fire Apparatus Mechanics. All positions to be budgeted at the top pay rate of each position.				Removed	9,719		
		Total Personnel	168,024	321,662	230,892		370,230	240,100	350,431
43170	204	EMPLOYEE EDUCATION ANDTRAININ		2,000	806		2,000	2,000	2,000
43170	235	MEMBERSHIPS, REGISTRATION FEES		250	-		250	250	250
43170	251	MEDICAL, DENTAL, VETERINARY, A	159	200	33		200	200	200
43170	261	REPAIR AND MAINTENANCEMOTOR V	1,099	2000	1,638		2000	2000	2000
43170	262	REPAIR AND MAINTENANCEOTHER M	2,465	10,000	1,177	Reduced \$2k	10,000	8,000	8,000
43170	283	OUT-OF-TOWN EXPENSE		3,000	1,659		3,000	3,000	3,000
43170	287	MEALS AND ENTERTAINMENT		250	-		250	250	250
43170	302	PW SAFETY PROGRAM	813	1000	91		1,000	1,000	1,000
43170	310	OFFICE SUPPLIES AND MATERIALS	403	1,000	142	Reduced \$250	1,000	750	750
43170	312	SMALL ITEMS OF EQUIPMENT	2,867	15,000	5,999		55,000	55,000	55,000
		Tools for vacant mechanic position				40,000			
43170	320	OPERATING SUPPLIES	5,963	10,000	10,000		10,000	10,000	10,000
43170	326	CLOTHING AND UNIFORMS	1,541	4,500	3,601		6,500	6,500	6,500
43170	331	GAS, OIL, DIESEL FUEL, GREASE,	3,510		-		6,000	6,000	6,000
43170	334	TIRES, TUBES AND ETC.		1000	-		1,000	1,000	1,000
43170	510	INSURANCE	5,187	10000	10,000		10,000	10,000	10,000
		Total Operatling	24,007	60,200	35,145		108,200	105,950	105,950
43170	944	TRANSPORTATION EQUIPMENT	43,676						
		Total Capital	43,676	-	-		0	-	-
		Grand Total	235,707	381,862	266,037		478,430	346,050	456,381

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025									
	110	PUBLIC WORK BUILDINGS AND GROUNDS							
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
		Total Personnel		-	-		-	-	-
41862	PW 115 CLEMMONS RD - NEW BUILDING								
41862	200	CONTRACTUAL SERVICES			-	Janitorial	10,200	10,200	10,200
41862	240	STORMWATER		4,000	-		4,000	4,000	4,000
41862	241	ELECTRIC		16,000	-		16,000	16,000	16,000
41862	242	WATER		2,500	-		2,500	2,500	2,500
41862	243	SEWER		500	-		500	500	500
41862	244	GAS		1,200	-		1,200	1,200	1,200
41862	249	OTHER UTILITIES				Garbage	7,200	7,200	7,200
41862	266	REPAIR AND MAINTENANCE BUILDING		2,200	194		20,000	20,000	20,000
41862	320	OPERATING SUPPLIES		4,000	1,335		8,000	8,000	8,000
		Floor sweeper & operating supplies							
41862	510	INSURANCE		7,500	7,500		10,000	10,000	10,000
41862	531	RENTAL			Forklift lease		20,000	20,000	20,000
41862	920	BUILDINGS		9,005,000	8,851,914				
41862	939	OTHER IMPROVEMENTS		250,000	461,132		367,000	367,000	367,000
		Resurfacing Parking Lot (Removed \$70000)							
		Stone for landscaping and hillside				11,000			
		Training Room Audio/Visual Distribution				42,000			
		Small Conference Room Teleconferencing				5,000			
		Openers for roll-up doors				35,000			
		Indoor fencing for department storage				50,000			
		Fencing with gate surrounding property				155,000			
		Gate openers for new fence				25,000			
		Access Control				20,000			
		Lighting for warehouse				24,000			
41861	PW CLEMMONS ROAD GARAGE								
41861	200	CONTRACTUAL SERVICES		2,500	-				
41861	240	STORMWATER					1,900	1,900	1,900
41861	241	ELECTRIC	5,275	8,000	7,776		8,000	8,000	8,000
41861	242	WATER	4,321	7,000	4,443		7,000	7,000	7,000
41861	244	GAS	12,185	15,000	6,329		15,000	15,000	15,000
41861	266	REPAIR AND MAINTENANCE BUILDIN	27,549	25,000	15,697		25,000	25,000	25,000
41861	320	OPERATING SUPPLIES			-				
41861	510	INSURANCE	4,265	7,000	7,000		7,000	7,000	7,000
41861	910	PW Land Purchase for Growth/Storage/Garage	661,161	1,700,000	1,700,000				
41861	920	BUILDINGS	1,402	50,000	-	Salt Shed	165,000	165,000	165,000
41861	933	CONSTRUCTION	943,946	500,000	158,072		3,500,000	3,500,000	3,500,000
		Mass Grading 24 acres				3,500,000			
		Grand Total	1,714,900	11,731,300	11,257,178		4,195,500	4,195,500	4,195,500

		Statement Of Proposed Operations							
		For the Fiscal Year Ending JUNE 30, 2025							
		110	TRAIN STATION AND QZ MAINTENANCE						
				Actual	Amended	Projected	DETAILS	Department	City
				2022-2023	Budget	Current Year		Requests	Manager
Function	Object		Description	2022-2023	2023-2024	2023-2024		2024-2025	2024-2025
				-1-	-3-	-4a-		-5-	-6-
						-			
						-			
			Total Personnel		-	-		-	-
43501			TRAIN STATION AND QZ MAINTENANCE						
43501	200		CONTRACTUAL SERVICES	12,328	12500	12,429		12,500	12,500
43501	235		MEMBERSHIPS, REGISTRATION FEES						
43501	242		WATER	2,927	500	608		500	500
43501	262		REPAIR AND MAINTENANCEOTHER M						
43501	320		OPERATING SUPPLIES	131	1,000	1,114		1,500	1,500
			Total Operating	15,386	14,000	14,151		14,500	14,500
43501	939		OTHER IMPROVEMENTS					175,000	175,000
					VETERANS MEMORIAL WALL		175,000		
					CHRISTMAS TREE (Removed)		30,000		
			Total Capital	-	-	-		175,000	175,000
			Grand Total	15,386	14,000	14,151		189,500	189,500

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
110 MUNDY MEMORIAL PARK									
Personnel		0	Actual	Amended	Projected	DETAILS	Department	City	City
			2022-2023	2023-2024	Current Year		Requests	Manager	Commission
Function	Object	Description	-1-	-3-	-4a-		-5-	-6-	-7-
44720	MUNDY MEMORIAL PARK								
		Total Personnel		-	-		-	-	-
44720	200	CONTRACTUAL SERVICES	881	6,000	981		6,000	6,000	6,000
44720	241	ELECTRIC	4,805	5,000	4,673		5,000	5,000	5,000
44720	249	OTHER UTILITY SERVICES	3,939	3,500	3,500		3,500	3,500	3,500
44720	251	MEDICAL, DENTAL, VETERINARY, A			-				
44720	261	REPAIR AND MAINTENANCE MOTOR V	2,394	5,000	1,491		5,000	5,000	5,000
44720	262	REPAIR AND MAINTENANCE OTHER M	8,690	7,500	2,296		7,500	7,500	7,500
44720	265	REPAIR AND MAINTENANCE GROUNDS	313	1,000	1,000		3,000	3,000	3,000
44720	266	REPAIR AND MAINTENANCE BUILDING	1,460	2,500	1,775		2,500	2,500	2,500
44720	270	GRASS CUTTING	3,202	7,500	563		7,500	7,500	7,500
44720	283	OUT-OF-TOWN EXPENSE		200	-		200	200	200
44720	287	MEALS AND ENTERTAINMENT		200	-		200	200	200
44720	308	ATHLETIC SUPPLIES	305	2,000	507		2,000	2,000	2,000
44720	310	OFFICE SUPPLIES AND MATERIALS		50	33		500	500	500
44720	312	SMALL ITEMS OF EQUIPMENT	2,270	4,000	2,099		5,000	5,000	5,000
44720	320	OPERATING SUPPLIES	2,899	4,000	1,308		5,000	5,000	5,000
44720	322	OSHA/CHEMICALS		1,000	108		1,000	1,000	1,000
44720	324	HOUSEHOLD AND JANITORIAL SUPPL		1,000	561		1,000	1,000	1,000
44720	331	GAS, OIL, DIESEL FUEL, GREASE,	21,101	40,000	22,387		40,000	40,000	40,000
44720	334	TIRES, TUBES AND ETC.	2,008	3,000	-		3,000	3,000	3,000
44720	348	PARK FLAGS		400	400		400	400	400
44720	510	INSURANCE	13,070	15,000	15,000		17,000	17,000	17,000
44720	533	MACHINERY AND EQUIPMENT RENTAL	413	2,000	1,951		2,000	2,000	2,000
		Total Operating	67,750	110,850	60,633		117,300	117,300	117,300
44720	939	OTHER IMPROVEMENTS	1,327,792	340,000	143,588				
44720	940	MACHINERY AND EQUIPMENT		242,000	160,987		30,000	30,000	30,000
					Flail Mower				
44720	944	TRANSPORTATION EQUIPMENT	87,155				12,000	12,000	12,000
					Tilted Trailer		12,000		
		Total Capital	1,414,947	582,000	304,576		42,000	42,000	42,000
		Grand Total	1,482,697	692,850	365,209		159,300	159,300	159,300

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
	110	CHARLIE DANIELS PARK							
	Personnel	23							
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
44700	CHARLIE DANIELS PARK								
44700	111	SALARIES - PERMANENT EMPLOYEES	842,730	1,023,387	899,996		1,154,999	1,154,999	1,154,999
44700	112	SALARIES -OVERTIME ATOVERTIME	365	1,681	1,533		1,954	1,954	1,954
44700	113	SALARIES - HOLIDAY PAY		2,689	291		3,126	3,126	3,126
44700	116	EMPLOYEE RECOGNITION	15,759	19,942	19,942		23,100	23,100	23,100
44700	119	LONGEVITY PAY	3,200	5,500	2,743		5,700	5,700	5,700
44700	141	OASI (EMPLOYER'S SHARE)	62,586	78,558	68,545		90,949	90,949	90,949
44700	142	EMPLOYEE BENEFITS	173,563	225,619	197,293		247,872	247,872	247,872
44700	143	RETIREMENT - CURRENT	63,664	80,637	80,152		107,292	107,292	107,292
44700	146	WORKMEN'S COMPENSATION	11,997	15,400	15,400		18,140	18,140	18,140
44700	147	UNEMPLOYMENT INSURANCE	445	1280	490		1,472	1,472	1,472
		Personnel Requests:							
		Move deputy top out pay to \$42.10				Removed	10,800		
		Parks laborer move to ROW operators				Removed	26,400		
		Lead Parks clerk same as Admin Finance Clerk				Removed	5,040		
		Parks Operations Coordinator same as PO Crew Manager				Removed	12,720		
		Add one FT Clerk				Removed	64,400		
		Add One Parks Laborer (at ROW Op pay)				Removed	70,000		
		Total Personnel	1,174,309	1,454,693	1,286,385		1,843,964	1,654,604	1,654,604
44700	200	CONTRACTUAL SERVICES	23,158	132,000	47,383		132,000	132,000	132,000
44700	204	EMPLOYEE EDUCATION ANDTRAININ		1,000	-		2,000	2,000	2,000
44700	231	PUBLICATION OF FORMALAND LEGA	86	500	500		5,000	5,000	5,000
44700	235	MEMBERSHIPS, REGISTRATION FEES	100	1,000	480		1,000	1,000	1,000
44700	240	STORMWATER	2,265	7,000	6,921		7,000	7,000	7,000
44700	241	ELECTRIC	26,207	25,000	25,000		25,000	25,000	25,000
44700	242	WATER	12,934	10,000	10,000		10,000	10,000	10,000
44700	243	SEWER	7,218	6,000	6,000		6,000	6,000	6,000
44700	244	GAS	6,897	5,000	2,906		5,000	5,000	5,000
44700	249	OTHER UTILITY SERVICES	8,108	5,000	5,000		5,000	5,000	5,000
44700	251	MEDICAL, DENTAL, VETERINARY, A	835	250	250		250	250	250
44700	258	DRUG TESTING		300	-		300	300	300
44700	261	REPAIR AND MAINTENANCEMOTOR V	2,618	2,000	2,000		3,000	3,000	3,000
44700	265	REPAIR AND MAINTENANCEGROUNDS	2,352	2,500	2,500		4,000	4,000	4,000
44700	266	REPAIR AND MAINTENANCEBUILDIN	18,834	10,000	6,936		10,000	10,000	10,000
44700	269	PLAYGROUND REPAIR & MAINTENANCE	8,364	15,000	10,208		15,000	15,000	15,000
44700	283	OUT-OF-TOWN EXPENSE		500	-		500	500	500
44700	287	MEALS AND ENTERTAINMENT	317	750	684		750	750	750
44700	308	ATHLETIC SUPPLIES	1,670	2,000	2,000		2,000	2,000	2,000
44700	310	OFFICE SUPPLIES AND MATERIALS	859	1,000	278		2,000	2,000	2,000
44700	312	SMALL ITEMS OF EQUIPMENT	4,771	7,000	7,000		7,000	7,000	7,000
44700	316	2017 ECLIPSE PROMOTION			-				

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
		110	CHARLIE DANIELS PARK						
		Personnel	23						
Function	Object	Description	Actual 2022-2023 -1-	Amended Budget 2023-2024 -3-	Projected Current Year 2023-2024 -4a-	DETAILS	Department Requests 2024-2025 -5-	City Manager 2024-2025 -6-	City Commission 2024-2025 -7-
44700	320	OPERATING SUPPLIES	6,743	10,000	6,204		12,000	12,000	12,000
44700	321	FERTILIZER		1,500	-		1,500	1,500	1,500
44700	322	OSHA/CHEMICALS	379	2,000	-		2,000	2,000	2,000
44700	324	HOUSEHOLD AND JANITORIAL SUPPL	10,827	10,000	10,000		12,000	12,000	12,000
44700	325	EVENT / RECREATION SUPPLIES	50,283	80,000	80,000		90,000	90,000	90,000
44700	326	CLOTHING AND UNIFORMS	2,236	7,500	7,030		10,000	10,000	10,000
44700	331	GAS, OIL, DIESEL FUEL, GREASE,	6,716		-				
44700	348	PARK FLAGS	711		-		1,000	1,000	1,000
44700	381	SHORT & OVER REIMBURSEMENT	(6)		-				
44700	390	SIGNS / BANNERS					3,000	3,000	3,000
44700	395	FARMERS MARKET OPERATIONS	815	500	39		500	500	500
44700	510	INSURANCE	8,266	15,000	15,000		17,000	17,000	17,000
		Total Operating	214,563	360,300	254,319		391,800	391,800	391,800
44700	910	LAND AND EASEMENTS		1,560,000	1,560,000				
44700	930	IMPROVEMENTS OTHER THAN BUILDI	20,831		-				
44700	937	PARKS AND RECREATION FACILITIE		190,000	190,000		30,000	30,000	30,000
						TEEN CENTER MRA			
44700	939	OTHER IMPROVEMENTS			-				
44700	944	TRANSPORTATION EQUIPMENT		27,000	27,000				
		Total Capital	20,831	1,777,000	1,777,000		30,000	30,000	30,000
		Grand Total	1,409,703	3,591,993	3,317,704		2,265,764	2,076,404	2,076,404

Statement Of Proposed Operations									
For the Fiscal Year Ending JUNE 30, 2025									
		110	Satellite Parks						
		Personnel	0						
Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
			-1-	-3-	-4a-		-5-	-6-	-7-
44721	WILL SELLERS PARK S.E. SPRINGDALE PARK								
44721	242	WATER	697	500	500		500	500	500
44721	320	OPERATING SUPPLIES	794	2000	14		2,000	2,000	2,000
44721	939	OTHER IMPROVEMENTS		15000	15,000				
44722	ROBINSON PARK MJRD PARK LAND				-				
44722	320	OPERATING SUPPLIES	115	2000	567		2,000	2,000	2,000
44722	240	STORMWATER	330	700	-		700	700	700
44722	939	OTHER IMPROVEMENTS		175,000	8,415				
44725	JONES PARK CITYSIGNATURE PARK				-				
44725	320	OPERATING SUPPLIES	1,653	2,000	-		2,000	2,000	2,000
44726	ETHAN PAGE PARK				-				
44726	320	OPERATING SUPPLIES	305	2,000	824		2,000	2,000	2,000
44727	EAGLE PARK				-				
44727	240	STORMWATER	295	600	505		600	600	600
44727	242	WATER	713	500	500		500	500	500
44727	320	OPERATING SUPPLIES	934	2,000	-		2,000	2,000	2,000
44727	939	OTHER IMPROVEMENTS		25,000	25,000				
44729	TOWN CENTER TRAIL				-				
44729	265	REPAIR AND MAINTENANCE GROUNDS AND G	7,500		-				
44729	320	OPERATING SUPPLIES	1,240	2,000	-		2,000	2,000	2,000
44730	TOMLINSON PARK				-				
44730	320	OPERATING SUPPLIES	1,040	2,000	-				
44731	GRACE PARK VILLAGE				-				
44731	320	OPERATING SUPPLIES		2,000	-				
44732	HAMILTON-DENSON PARK				-				
44732	200	CONTRACTUAL SERVICES	220		-				
44732	240	STORMWATER	197		-				
44732	241	ELECTRIC	1,617	1,500	1,500		1,500	1,500	1,500
44732	242	WATER	5,415	4,500	4,500		4,500	4,500	4,500
44732	243	SEWER	496	500	500		500	500	500
44732	320	OPERATING SUPPLIES	1,277	5,000	5,000		10,000	10,000	10,000
44732	937	PARKS AND RECREATION FACILITIE	1,066,012	537,500	21,673				

44733	CITY GREENWAYS								
44733	265	REPAIR AND MAINTENANCE GROUNDS AND G	3,663	5,000	5,000		10,000	10,000	10,000
					-				
44734	SOUTH BARK PARK				-				
44734	240	STORMWATER	130	300	222		300	300	300
44734	937	PARKS AND RECREATION FACILITIE	51,527		-				
					-				
44735	AMAZON RESTROOM @ GB				-				
44735	240	STORMWATER		600	-		600	600	600
44735	241	ELECTRIC		1,500	-		1,500	1,500	1,500
44735	242	WATER		4,500	-		4,500	4,500	4,500
44735	243	SEWER		500	-		500	500	500
44735	320	OPERATING SUPPLIES		5,000	5,000		5,000	5,000	5,000
43921	CEDAR CREEK GREENWAY								
43921	937	PARKS AND RECREATION FACILITIE	21,134	150,000	150,000		-	-	-
44737	MJCC ANNEX (Old Daycare Bldg)								
44737	240	STORMWATER					400	400	400
44737	265	REPAIR AND MAINTENANCE GROUNDS AND G					1,000	1,000	1,000
44737	266	REPAIR AND MAINTENANCE BUILDIN					1,000	1,000	1,000
44737	310	OFFICE SUPPLIES AND MATERIALS					300	300	300
44737	320	OPERATING SUPPLIES					10,000	10,000	10,000
44737	324	HOUSEHOLD AND JANITORIAL SUPPL					1,000	1,000	1,000
44737	917	DEMOLITION OF TODDLER YARD					80,000	80,000	80,000
44737	939	DEMOLITION/RENOVATIONS OF ANNEX BUILDING					150,000	150,000	150,000
44737	917	TODDLER YARD RENOVATION		80,000	60,000		20,000	20,000	20,000
44737	939	FURNISHING/ MISCELLANEOUS ITEMS FOR ANNEX BUILDING		150,000	50,000		100,000	100,000	100,000
44737		ACCESS CONTROL/CAMERAS/IT EQUIPMENT					99,000	99,000	99,000
	PARK AT EQ BASIN								
	320	OPERATING SUPPLIES					10,000	10,000	10,000
		Total Operating	1,167,304	1,179,700	354,720		525,900	525,900	525,900
		Total Capital	-	-	-		-	-	-
		Grand Total	1,167,304	1,179,700	354,720		525,900	525,900	525,900

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
			121	State Street Aid Fund						
Fund	Function	Object	Description	Actual 2022-2023 -1-	Amended Budget 2023-2024 -3-	Projected Current Year 2023-2024 -4a-	40,430 DETAILS	Department Requests 2024-2025 -5-	City Manager 2024-2025 -6-	City Commission 2024-2025 -7-
121	33195		FEMA GRANT - TORNADO	295.28			\$35.00			
121	33196		FEMA GRANT - FLOOD	2422.76						
121	33488		TEMA GRANT - FLOOD							
121	33551	0	STATE GASOLINE AND MOTOR FUEL	1,369,212	1,375,115	1,381,292		1,415,050	1,415,050	1,415,050
121	36100	0	INTEREST EARNINGS	10,103	3,000	26,306		25,000	25,000	25,000
121	36350	0	INSURANCE RECOVERIES	81,220						
121	36515		SALE OF AUCTION ITEMS							
121	37810	0	OPERATING TRAN FROM GEN FUND		1,175,000	1,000,000		1,100,000	750,000	750,000
			Total Fund Revenue	1,463,253	2,553,115	2,407,598		2,540,050	2,190,050	2,190,050
				OK	OK					
				1,463,253	2,553,115					
			Total Personnel	-	-	-		-	-	-
121	43100	200	CONTRACTUAL SERVICES				Reduced \$150k			
121	43100	247	STREET LIGHTING (ELECTRIC AND MAINTENANCE)	85,093	280,000	150,541		300,000	150,000	150,000
			Street Light maint.							
121	43100	261	REPAIR AND MAINTENANCE MOTOR V	(25)		-	Reduced \$30k			
121	43100	264	REPAIR AND MAINT TRAFFIC LIGHT	130,190	200,000	200,000		250,000	220,000	220,000
			Traffic Signal Maint.							
121	43100	268	ROAD RESURFACING	1,401,383	1,700,000	1,700,000	Reduced \$10k	1,765,000	1,765,000	1,765,000
			Resurfacing							
121	43100	335	PAINTING OR PLUMBING SUPPLIES	47,014	70,000	40,000	Reduced \$10k	60,000	50,000	50,000
			Road Striping							
121	43100	339	SUNDRY REPAIR AND MAINTENANCE	6,363	40,000	40,137	removed	70,000	60,000	60,000
			Guardrail, Potholes, concrete repair							
121	43100	340	OTHER REPAIR AND MAINTENANCE S	20,552	200,000	200,000				
121	43100	342	SIGN PARTS AND SUPPLIES	31,088	50,000	46,000		60,000	60,000	60,000
121	43100					Street signs				
121	43100		SPEED PREVENTION					35,000	35,000	35,000
			Total Operating	1,721,658	2,540,000	2,376,678		2,540,000	2,340,000	2,340,000
			Total Capital	-	-	-		0	-	-
			Grand Total	1,721,658	2,540,000	2,376,678		2,540,000	2,340,000	2,340,000

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
123 Drug Fund Exp										
				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	Budget	Current Year		Requests	Manager	Commission
Fund	Function	Object	Description	-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
123	35115		RESTITUTION							
123	35140		DRUG RELATED FINES	52,038	50,000	118,752		105,000	105,000	105,000
123	35141		D.O.J. EQUITABLE SHARING FINES	62,074	40,000	27,131		30,000	30,000	30,000
123	36100		INTEREST EARNINGS	3,436	1,500	16,710		15,000	15,000	15,000
123	36350		INSURANCE RECOVERIES			19,947				
123	36522		SALE OF SEIZED VEHICLES	6,950						
Total Fund Revenue				124,498	91,500	182,540		150,000	150,000	150,000
				OK	OK					
				124,498	91,500					
Total Personnel				-	-	-	-	-	-	
123	42129	200	CONTRACTUAL SERVICES	12,369	15,900	-		5,400	5,400	5,400
			Covert Track Monitoring Renewal - GPS Trackers			2,400				
			LETS Covert Phone Monitoring Renewal and Storage			3,000				
123	42129	204	EMPLOYEE EDUCATION AND TRAININ		3,000	-		3,000	3,000	3,000
			Homicide Conference Training for Detectives			3,000				
123	42129	235	MEMBERSHIPS, REGISTRATION FEES			-				
123	42129	263	REPAIR AND MAINTENANCE FURNITURE, OF			-				
123	42129	266	REPAIR AND MAINTENANCE BUILDINGS			-				
123	42129	283	OUT-OF-TOWN EXPENSE	2,402	7,000	2,146		5,000	5,000	5,000
123	42129	287	MEALS AND ENTERTAINMENT	920	2,000	910		2,000	2,000	2,000
123	42129	320	OPERATING SUPPLIES	1,323		-		66,760	66,760	66,760
			Commerical Refrigerator			3,500				
			13 Replacement Digital Camera Kits			18,200				
			New Dual Purpose Police K9 (Dog- \$14K, Training- \$5K, and Equipment- \$3K)			22,000				
			Long Range Night Vision			10,560				
			Replacement Ballistic Helmets for Patrol			6,500				
			3 Telephoto Zoom Lenses for Surveillance			4,000				
			Money Counter and Bill Scanner			2,000				
			3 Ballistic Shields			4,500				
123	42129	380	LOSS BY THEFT	(20)		-				
123	42129	742	SPECIAL INVESTIGATIVE FUNDS	15,980	20,000	7,671	20,000	20,000	20,000	
Total Operatiing				32,974	47,900	10,727	102,160	102,160	102,160	
123	42129	918	VEHICLE EQUIPMENT		15,000	300				
123	42129	944	TRANSPORTATION EQUIPMENT		196,000	195,077				
123	42129	949	OTHER MACHINERY AND EQUIPMENT					133,300	133,300	133,300
			27 Replacement AR-15 M4 Rifles, Optics, Suppressors, and Accessories			100,000				
			LIDAR Crime Scene Scanner and Software Kit			33,300				
Total Capital				-	211,000	195,377	133,300	133,300	133,300	
Grand Total				32,974	258,900	206,104	235,460	235,460	235,460	

Statement Of Proposed Operations										
For the Fiscal Year Ending JUNE 30, 2025										
124 Debt Service Fund										
Fund	Function	Object	Description	Actual 2022-2023 -1-	Amended Budget 2023-2024 -3-	Projected Current Year 2023-2024 -4a-	DETAILS	Department Requests 2024-2025 -5-	City Manager 2024-2025 -6-	City Commission 2024-2025 -7-
124	31931	0	0 IMPACT FÉES	334,605	300,000	352,008		340,000	340,000	340,000
124	36100	0	0 INTEREST EARNINGS	1,519	1,000	8,779		10,000	10,000	10,000
124	37810	0	0 OPERATING TRAN FROM GEN FUND	1,530,823	1,166,140	1,060,000		3,641,644	3,641,644	3,641,644
Total Fund Revenue				1,866,947	1,467,140	1,420,787		3,991,644	3,991,644	3,991,644
OK				1,866,947	1,467,140					
Total Personnel				-	-	-		-	-	-
124 DEBTSERVICE FUND										
124	44943		FIREFIGHTING EQUIPMENT LEASE							
124	44943	630	INTEREST	15,511	7,859	7,859		-	-	-
124	44943	900	PRINCIPAL	284,489	292,141	292,141		-	-	-
124	44950		2019 DIGITAL MANAGEMENT SYSTEM							
124	44950	630	0 INTEREST	15,710						
124	44950	900	0 PRINCIPAL	67,408						
124	49115		2019 GO REFUNDING & FH BORROWING							
124	49115	630	0 INTEREST	184,500	142,000	142,000		97,000	97,000	97,000
124	49115	900	0 PRINCIPAL	850,000	900,000	900,000		950,000	950,000	950,000
124	49116		2020 GO REFUNDING 2016 BONDS							
124	49116	630	INTEREST	175,655	169,605	169,605		163,405	163,405	163,405
124	49116	900	PRINCIPAL	140,000	155,000	155,000		165,000	165,000	165,000
124	49117		2024 GO BONDS PD & FH							
124	49117	630	INTEREST			-		1,506,083	1,506,083	1,506,083
124	49117	900	PRINCIPAL			-		1,100,000	1,100,000	1,100,000
Total Operating				1,733,273	1,666,605	1,666,605		3,981,488	3,981,488	3,981,488
Total Capital				-	-	-		-	-	-
Grand Total				1,733,273	1,666,605	1,666,605		3,981,488	3,981,488	3,981,488

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
300 Capital Projects Fund				Actual	Amended	Projected	DETAILS	Department	City	City
Fund	Function	Object	Description	2022-2023	2023-2024	Current Year		Requests	Manager	Commission
				-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
300	33122		CONTRIBUTION FOR E. DIVISION (AMAZON)	472,800			EOC OFFSET			
300	33431		TDOT SIA UNDER ARMOUR GRANT					477,068	477,068	477,068
300			S. GREENHILL RR CROSSING SIGNAL					655,110	655,110	655,110
300	33474		LEBANON RD SIDEWALKS PH 3	33,507	837,303	17,295		782,355	782,355	782,355
300	33479		MT. JULIET ROAD ADA UPGRADES, PHASE II	69,110	730,385	5,665		609,726	609,726	609,726
300	33483		TOWN CENTER TRAIL, PH III	60,790	1,221,567	15,428		1,182,767	1,182,767	1,182,767
300	33484		LEBANON ROAD SIDEWALKS PHASE II	1,218	852,055	810,860		-		
300	33485		ITS INTELLIGENT SIGNAL GRANT	47,735	2,427,000	3,352		3,416,757	3,416,757	3,416,757
300	33486		ITS INTELLIGENT SIGNAL GRANT PH III	30,171	2,266,261	77,103		2,205,900	2,205,900	2,205,900
300	33491		SIDEWALK CONSTRUCTION GRANT (BELINDA PKY)	32,410						
300	33492		CEDARCREEK GREENWAY GRANT PH I	639,448						
300	33493		CEDARCREEK GREENWAY GRANT PH II		1,015,720			1,015,720	1,015,720	1,015,720
300			SS4A - SAFETY ACTION PLAN					328,000	328,000	328,000
300	33700		GREENWAY GRANT (TOWN CENTER TRAIL PH II)	74,806						
300	34709		High Mast Lighting Project	15,080		50,138				
300			COMMUNITY PROJECT FUNDING GRANT - STATE					1,151,533	1,151,533	1,151,533
300	35716		DEVELOPER DONATIONS			1,650,000				
300	36100		INTEREST EARNINGS	122,297		279,440		1,500,000	1,500,000	1,500,000
300	36920		SALE OF BONDS		45,000,000	35,000,000				
300	36930		SALE OF NOTES							
300	36980		MISCELLANEOUS REVENUE							
300	37810		OPERATING TRAN FROM GEN FUND	3,500,000	12,286,213	6,500,000		19,853,692	18,045,437	18,045,437
300	37815		TRANSFER FM GF - SPORTS BETTING REVENUE							
Total Fund Revenue				5,099,371	66,636,504	44,409,280		33,178,628	31,370,373	31,370,373

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
300 Capital Projects Fund										
				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	Budget	Current Year		Requests	Manager	Commission
Fund	Function	Object	Description	-1-	-3-	-4a-		-5-	-6-	-7-
300	42100		NEW POLICE HEADQUARTERS				Rollover			
300	42100	268	ENGINEERING		660,000	500,000		250,000	250,000	250,000
300	42100	966	CONSTRUCTION		15,000,000	4,931,562		27,628,032	27,628,032	27,628,032
						Construction	25,000,000 2,628,032			
						Soft Costs				
300			FIRE STATION 3				Rollover fm GF			
300		268	ENGINEERING					350,000	350,000	350,000
300		966	CONSTRUCTION					7,500,000	7,500,000	7,500,000
300	43120		MAJOR ROAD PROJECTS							
300	43120	989	0 LEGAL EXPENSE	15,000	15,000	15,000		15,000	15,000	15,000
300	43121		MJ RD/1-40 BRIDGE WIDENING							
300	43121	268	0 ENGINEERING							
300	43121	910	0 EASEMENTS & LAND							
300	43121	966	0 CONSTRUCTION	95,933	841,000	840,697				
300	43121	967	0 CONST FUNDED BY GRANTS							
300	43125		SOUTH GREENHILL ROUNDABOUT							
300	43125	268	0 ENGINEERING							
300	43125	910	0 EASEMENTS & LAND	86,535						
300	43125	966	0 CONSTRUCTION	1,539,806	2,300,000	2,000,000				
300	43127		UNDER ARMOUR SIA							
300	43127	931	0 ROADS, STREET, AND PARKING LOT							
300	43127	943	0 TRAFFIC SIGNAL EQUIPMENT		-					
300	43127	966	0 CONSTRUCTION	157	50,000	5,984		44,000	44,000	44,000
300	43127	967	CONSTRUCTION FUNDED BY GRANTS		487,068	10,000		477,068	477,068	477,068
300	43128		SMJR WIDENING GRAVES TO CENTRAL PK							
300	43128	268	0 ENGINEERING	100,776	400,000	159,254		400,000	400,000	400,000
300	43128	910	0 EASEMENTS & LAND							
300	43128	966	0 CONSTRUCTION							
300	43130		CENTRAL PK INTERCHANGE							
300	43130	910	0 EASEMENTS & LAND		5,000,000	1,585,296		1,000,000	1,000,000	1,000,000
300	43130	966	0 CONSTRUCTION		20,000,000	431,167				

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
300 Capital Projects Fund										
				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	Budget	Current Year		Requests	Manager	Commission
Fund	Function	Object	Description	-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
300	43171		GBG WIDENING CC TO LEBANON RD							
300	43171	268	0 ENGINEERING	75,582	300,000	32,735		350,000	350,000	350,000
300	43171	910	0 EASEMENTS & LAND	3,343	3,500,000	44,036		3,460,000	3,460,000	3,460,000
300	43171	966	0 CONSTRUCTION							
300	43172		LEBANON RD WIDENING PARK GLEN TO GBG							
300	43172	268	0 ENGINEERING	87,431	500,000					
300	43172	910	0 EASEMENTS & LAND	2,000	3,000,000	829,550				
300	43172	966	0 CONSTRUCTION							
300	43173		OLDR IMPROVEMENTS PHASE I							
300	43173	268	0 ENGINEERING	119,623	400,000	32,129		768,000	768,000	768,000
300	43173	910	0 EASEMENTS & LAND	981,627	2,000,000	2,000,000		500,000	500,000	500,000
300	43173	966	0 CONSTRUCTION							
300	43911		CENTRAL PK IMPORVEMENTS							
300	43911	268	0 ENGINEERING		500,000	500,000		500,000	500,000	500,000
300										
300	43181		LEBANON RD SIDEWALKS PH II							
300	43181	268	ENGINEERING							
300	43181	269	ENGINEERING FUNDED BYGRANTS	1,522		3,260				
300	43181	910	EASEMENTS & LAND	336						
300	43181	911	LAND FUNDED BY GRANTS							
300	43181	966	CONSTRUCTION		713,514	91				
300	43181	967	CONST FUNDED BY GRANTS		852,055	1,002,065				
300	43182		S. GREENHILL RR CROSSING SIGNAL							
300	43182	268	ENGINEERING							
300	43182	966	CONSTRUCTION		50,000		50,000	50,000	50,000	
300	43182	967	CONSTRUCTION FUNDED BY GRANTS		655,110		655,110	655,110	655,110	

Statement Of Proposed Operations											
For the Fiscal Year Ending JUNE 30, 2025											
		300	Capital Projects Fund								
					Actual	Amended	Projected	DETAILS	Department	City	City
					2022-2023	Budget	Current Year		Requests	Manager	Commission
Fund	Function	Object	Description		-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
300	43183	LEBANON RD SIDEWALKS PH 3									
300	43183	268	0	ENGINEERING	71	10,000	207				
300	43183	269	0	ENGINEERING FUNDED BYGRANTS	35,270	30,000	12,351				
300	43183	910	0	EASEMENTS & LAND		20,000	-				
300	43183	911	0	LAND FUNDED BY GRANTS		24,130	24,130				
300	43183	966	0	CONSTRUCTION		50,000			520,000	520,000	520,000
300	43183	967	0	CONST FUNDED BY GRANTS		783,173			782,355	782,355	782,355
300	43184	S GREENHILL & LEBANON RD LIGHT									
300	43184	268	0	ENGINEERING							
300	43184	966	0	CONSTRUCTION			17,718				
300	43185	ITS (INTELLIGENT SIGNAL SYSTEM)									
300	43185	269		ENGINEERING FUNDED BYGRANTS	47,735	125,000			117,880	117,880	117,880
300	43185	966		CONSTRUCTION		1,300,000			500,000	500,000	500,000
300	43185	967		CONST FUNDED BY GRANTS		2,302,000			3,298,877	3,298,877	3,298,877
300	43186	E. DIVISION STREET IMPROVMENTS (AMAZON)									
300	43186	268		ENGINEERING	283,615	1,000,000	320,778		850,000	850,000	850,000
300	43186	910		EASEMENTS & LAND		4,000,000		4,000,000	4,000,000	4,000,000	
300	43189	CURD ROAD SIGNAL AT MT. JULIET ROAD									
300	43189	268		ENGINEERING							
300	43189	910		EASEMENTS & LAND		50,000		50,000	50,000	50,000	
300	43189	966		CONSTRUCTION		800,000		800,000	800,000	800,000	

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
300 Capital Projects Fund										
				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	Budget	Current Year		Requests	Manager	Commission
Fund	Function	Object	Description	-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
300	43132	GOLDEN BEAR/BECKWITH INTERCHANGE HIGH MAST LIGHTING					Remove			
300	43132	268	ENGINEERING	110,825	150,000					
300	43132	966	CONSTRUCTION					1,108,255		
300	43142	TOWN CENTER TRAIL, PHASE III								
300	43142	268	ENGINEERING		34,000			20,300	20,300	20,300
300	43142	269	ENGINEERING FUNDED BY GRANTS	169,495	120,000	26,705		81,200	81,200	81,200
300	43142	910	EASEMENTS & LAND		850,000	800,000		50,000	50,000	50,000
300	43142	911	LAND FUNDED BY GRANTS		-					
300	43142	966	CONSTRUCTION		280,000			280,000	280,000	280,000
300	43142	967	CONSTRUCTION FUNDED BY GRANTS		1,101,567			1,101,567	1,101,567	1,101,567
300	43133	PARK GLEN TRAILHEAD AT CEDAR CREEK GREENWAY								
300	43133	268	ENGINEERING							
300	43133	966	CONSTRUCTION		150,000			150,000	150,000	150,000
300	43134	PLEASANT GROVE RD.								
300	43134	268	ENGINEERING	325,759	400,000	51,318		600,000	600,000	600,000
300	43166	ITS & SIGNAL IMPROVEMENTS, PHASE III								
300	43166	268	ENGINEERING					25,729	25,729	25,729
300	43166	269	ENGINEERING FUNDED BY GRANTS	107,273	202,000	74,708		120,000	120,000	120,000
300	43166	911	LAND FUNDED BY GRANTS		-					
300	43166	966	CONSTRUCTION		78,000			78,000	78,000	78,000
300	43166	967	CONSTRUCTION FUNDED BY GRANTS		2,064,261			2,085,900	2,085,900	2,085,900
300	43152	MT. JULIET ROAD ADA UPGRADES, PHASE II								
300	43152	268	ENGINEERING		10,200			10,200	10,200	10,200
300	43152	269	ENGINEERING FUNDED BY GRANTS	69,110	40,800	9,711		40,800	40,800	40,800
300	43152	911	LAND FUNDED BY GRANTS		-					
300	43152	966	CONSTRUCTION		142,232			142,232	142,232	142,232
300	43152	967	CONSTRUCTION FUNDED BY GRANTS		568,926			568,926	568,926	568,926

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
300 Capital Projects Fund										
				Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
Fund	Function	Object	Description	-1-	-3-	-4a-		-5-	-6-	-7-
300	43190	SUNSET DRIVE WIDENING					Remove			
300	43190	268	ENGINEERING	39,914	90,000	90,000		25,000	25,000	25,000
300	43190	966	CONSTRUCTION		400,000			700,000		
300	43191	LEBANON ROAD SLIP RAMP AT GBG								
300	43191	966	CONSTRUCTION		400,000	289,924				
300	43192	BECKWITH ROAD WIDENING								
300	43192	268	ENGINEERING	33360	700,000	500,000		400,000	400,000	400,000
300	43192	910	EASEMENTS & LAND		Quick Start ROW & Utilities			1,000,000	1,000,000	1,000,000
300	43192	966	CONSTRUCTION			Quick Start		1,500,000	1,500,000	1,500,000
300	43179	TRAFFIC SIGNAL E. DIVISION STREET AT GBG RAMP								
300	43179	966	CONSTRUCTION		400,000	300,000		100,000	100,000	100,000
300	43143	TOWN CENTER TRAIL, PHASE 4 (TRAIN STATION TO CLEMMONS ROAD)								
300	43143	910	EASEMENTS & LAND		250,000	5,858		100,000	100,000	100,000
300	43924	CEDAR CREEK GREENWAY PHASE II								
300	43924	268	ENGINEERING		200,000			255,752	255,752	255,752
300	43924	910	EASEMENTS & LAND					300,000	300,000	300,000
300	43924	966	CONSTRUCTION		254,000			254,000	254,000	254,000
300	43924	967	CONST FUNDED BY GRANTS		1,015,720			1,015,720	1,015,720	1,015,720
300	44736	COSTCO-NORTHERN ROAD IMPROVEMENTS								
300	44736	966	CONSTRUCTION		750,000	750,000				
300		SS4A - SAFETY ACTION PLAN								
300		268	ENGINEERING					82,000	82,000	82,000
300		269	ENGINEERING FUNDED BY GRANTS					328,000	328,000	328,000
300										
Total Operating				8,330,833	79,369,756	18,198,851	67,389,903	65,581,648	65,581,648	
Total Capital				-	-	-	-	-	-	
Grand Total				8,330,833	79,369,756	18,198,851	67,389,903	65,581,648	65,581,648	

Statement Of Proposed Operations											
For the Fiscal Year Ending JUNE 30, 2025											
150				Employee Benefits Fund							
Personnel							DETAILS	Department	City	City	
				Actual	Amended	Projected		Requests	Manager	Commission	
Sequence	Fund	Function	Object	2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025	
				-1-	-3-	-4a-		-5-	-6-	-7-	
	150	MEDICAL CLAIMS FUND				25,924					
	150	36100									
	150	36355									
	150	38101		65,892	133,707	133,707		92,224	92,224	92,224	
	150	38102		51,190	68,787	68,787		68,959	68,959	59,551	
								42,569	42,569	21,285	
	150	38104		59,370	61,730	61,730		71,242	71,242	71,242	
	150	38105		25,905	49,363	49,363		40,246	40,246	40,246	
	150	38106		14,922	30,569	30,569		30,693	30,693	30,693	
	150	38107		36,279	58,759	58,759		59,063	59,063	58,919	
	150	38108		703,034	1,216,856	1,216,586		1,393,814	1,393,814	1,393,814	
	150	38109		120,242	199,950	199,950		200,970	200,970	200,970	
	150	38110		197,823	276,304	276,304		333,971	333,971	333,971	
	150	38111		29,693	63,518	63,518		63,854	63,854	63,854	
	150	38112		170,449	225,619	225,619		247,872	247,872	247,872	
	150	38114		70,287	153,624	153,624		165,789	165,789	165,789	
	150	38115		34,020	28,822	28,822		28,858	28,858	28,858	
	150	38116				12,253					
	150	38119		472,690	845,913	845,913		1,126,295	1,126,295	1,126,295	
	150	38201		167,907	259,773	259,773		287,830	287,830	287,830	
	150	38202		25,693	24,530	24,530		24,604	24,604	18,817	
	150	38301		25,882	125,938	125,938		128,014	128,014	134,346	
	150	38402		43,820	-			0	0	0	
	150	38900		652,259	796,758	944,068		953,990	953,990	944,596	
				Total Fund Revenue	2,967,360	4,620,520	4,805,737	5,360,857	5,360,857	5,321,172	
				OK	OK						
	Total	Est		Revenue & Other Sources	2,967,360	4,620,520					
						-					
				Total Personnel	-	-	-	0	-	-	

Statement Of Proposed Operations												
For the Fiscal Year Ending JUNE 30, 2025												
150				Employee Benefits Fund								
Personnel					Actual	Amended	Projected	DETAILS	Department	City	City	
					2022-2023	Budget	Current Year		Requests	Manager	Commission	
Sequence	Fund	Function	Object	Description	-1-	-3-	-4a-		-5-	-6-	-7-	
		44900	EDUCATION									
	150	44900	600	MEDICAL BENEFITS								
		49900	MEDICAL CLAIMS									
	150	49900	600	MEDICAL BENEFITS		4,595,980				5,163,884	5,163,884	5,163,884
	150	49900	650	COBRA	1,100		12,484					
	150	49900	651	CITY MANAGER	104,367		132,348					
	150	49900	652	FINANCE	78,637		75,212					
	150	49900	654	PLANNING	48,305		67,464					
	150	49900	655	ANIMAL CONTROL	41,487		41,217					
	150	49900	656	GIS	26,534		32,775					
	150	49900	657	IT	62,888		77,778					
	150	49900	658	POLICE	1,199,893		1,498,071					
	150	49900	659	CODES	222,660		269,455					
	150	49900	660	HIGHWAY & STREETS	331,106		431,110					
	150	49900	661	GARAGE	39,103		56,841					
	150	49900	662	MJCC	237,528		258,008					
	150	49900	664	MARKETING	131,713		186,432					
	150	49900	665	RETIREES	36,700		44,370					
	150	49900	667	SEWER	280,267		327,030					
	150	49900	668	SEWER OFFICE	44,444		20,295					
	150	49900	669	STORMWATER	46741		106,378					
	150	49900	671	FIRE DEPARTMENT	608,441		1,121,538					
	150	49900	672	LEGISLATION			-					
	150	49900	673	EMS	40,572		260					
Total Operating					3,582,486	4,595,980	4,759,067			5,163,884	5,163,884	5,163,884
Total Capital					-	-	-			-	-	-
Grand Total					3,582,486	4,595,980	4,759,067		5,163,884	5,163,884	5,163,884	
					OK	OK						
MEDICAL CLAIMS					3,582,486	4,595,980						

Statement Of Proposed Operations										
For the Fiscal Year Ending JUNE 30, 2025										
416 Storm Water										
Personnel 8				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	Budget	Current Year		Requests	Manager	Commission
Fund	Function	Object	Description	-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
416	32610		SW INSPECTIONS	284,269	300,000	353,732		350,000	350,000	350,000
416	32650		LAND DISTURBANCE	24,447	20,000	34,543		30,000	30,000	30,000
416	32670		COMMERCIAL PLANS REVIEW	37,630	30,000	29,786		30,000	30,000	30,000
416	32730		SW PLAN REVIEW	17,550	20,000	72,386		60,000	60,000	60,000
416	33463		AMERICAN RESCUE PLAN ACT	987,003						
416	36100		INTEREST EARNINGS	7,208	3,000	73,998		50,000	50,000	50,000
416	36451		STORMWATER VIOLATIONS	3,200	1,500			1,500	1,500	1,500
416	37210		STORMWATER SERVICE CHARGES	791,631	2,200,000	2,450,118		2,300,000	2,300,000	2,300,000
416	37291		FORFEITED DISCOUNTS AND PENALTIES	7,678		35,553		20,000	20,000	20,000
Total Fund Revenue				2,160,616	2,574,500	3,050,116		2,841,500	2,841,500	2,841,500
				OK	OK					
				2,160,616	2,574,500					
416	43150	111	SALARIES - PERMANENT EMPLOYEES	217,937.00	607,579	508,568		551,680	551,680	551,680
416	43150	112	SALARIES - OVERTIME ATOVERTIME		3,830	103		3,168	3,168	3,168
416	43150	113	SALARIES - HOLIDAY PAY		718	-		805	805	805
416	43150	116	EMPLOYEE RECOGNITION	3,764.00	12,152	12,152		11,034	11,034	11,034
416	43150	119	LONGEVITY PAY	2,000.00	5,150			2,200	2,200	2,200
416	43150	121	LEAVE PAYABLE	31,067.00						
416	43150	141	OASI (EMPLOYER'S SHARE)	15,901.00	48,151	31,717		43,520	43,520	43,520
416	43150	142	EMPLOYEE BENEFITS	26,660.00	125,938	109,296		134,346	134,346	134,346
416	43150	143	RETIREMENT - CURRENT	18,497.00	61,936	42,739		65,308	65,308	65,308
416	43150	146	WORKMEN'S COMPENSATION	5,166.00	15,744	15,744		13,925	13,925	13,925
416	43150	147	UNEMPLOYMENT INSURANCE	63.00	576	168		512	512	512
Personnel Requests										
Add one Maintenance Operator								65,660	65,660	
Add one Crew Supervisor								78680	78680	
Total Personnel				321,055	881,774	720,488		970,838	970,838	826,498

Statement Of Proposed Operations										
For the Fiscal Year Ending JUNE 30, 2025										
416 Storm Water										
Personnel 8				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	2023-2024	Current Year		Requests	Manager	Commission
Fund	Function	Object	Description	-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
416	43150	200	CONTRACTUAL SERVICES	116,793	150,000	10,797		25,000	25,000	25,000
416	43150	204	EMPLOYEE EDUCATION AND TRAINING	375	5,000	1,800		5,000	5,000	5,000
416	43150	211	POSTAGE, BOX RENT, ETC	583		-		2,000	2,000	2,000
416	43150	220	PRINTING, DUPLICATING, TYPING,	994	1,000	524		1,000	1,000	1,000
416	43150	231	PUBLICATION OF FORMAL AND LEGAL	74	200	-		500	500	500
416	43150	235	MEMBERSHIPS, REGISTRATION FEES	7,020	8,000	5,983		11,500	11,500	11,500
416	43150	250	PROFESSIONAL SERVICES		20,000	-		35,000	35,000	35,000
416	43150	251	MEDICAL, DENTAL, VETERINARY, A	111	200	33				
416	43150	255	DATA PROCESSING SERVICES	6,300	7,000	1,371		10,000	10,000	10,000
416	43150	258	DRUG TESTING		100	-				
416	43150	261	REPAIR AND MAINTENANCE MOTOR VEHICLES	1,031	2,500	486		20,000	20,000	20,000
416	43150	266	REPAIR AND MAINTENANCE BUILDING		-	-				
416	43150	283	OUT-OF-TOWN EXPENSE	842	1,500	706		2,000	2,000	2,000
416	43150	287	MEALS AND ENTERTAINMENT		300	-		600	600	600
416	43150	288	PUBLIC AWARENESS ADVERTISING	2,915	6,000	5,841		8,000	8,000	8,000
416	43150	302	PW SAFETY PROGRAM	633	1,000	-		1,000	1,000	1,000
416	43150	310	OFFICE SUPPLIES AND MATERIALS	1,472	1,500	109		2,000	2,000	2,000
416	43150	312	SMALL ITEMS OF EQUIPMENT	808	4,000	3,210		5,000	5,000	5,000
416	43150	320	OPERATING SUPPLIES		500	500		60,000	60,000	60,000
416	43150	326	CLOTHING AND UNIFORMS	910	2,000	1,560		3,500	3,500	3,500
416	43150	331	GAS, OIL, DIESEL FUEL, GREASE,	5,140	6,000	4,112		22,000	22,000	22,000
416	43150	334	TIRES, TUBES AND ETC.		1,000	-		5,000	5,000	5,000
416	43150	346	STORMWATER MAINTENANCE	125	-	-		3,000	3,000	3,000
416	43150	381	SHORT & OVER REIMBURSEMENT		-	(0)				
416	43150	510	INSURANCE	11,195	12,500	12,237		18,000	18,000	18,000
416	43150	690	BAD DEBT EXPENSE	28,476				20,000	20,000	20,000
Total Operating				185,797	230,300	49,269		260,100	260,100	260,100

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
		416	Storm Water							
	Personnel		8							
Fund	Function	Object	Description	Actual 2022-2023 -1-	Amended Budget 2023-2024 -3-	Projected Current Year 2023-2024 -4a-	DETAILS	Department Requests 2024-2025 -5-	City Manager 2024-2025 -6-	City Commission 2024-2025 -7-
416	43150	939	OTHER IMPROVEMENTS					200,000	200,000	200,000
			Metal Building at 115 Clemmons Rd for Vactor Truck				200,000			
416	43150	942	CONSTRUCTION & MAINTENANCE MACHINERY & EQUIP		300,000	300,000				
416	43150	944	TRANSPORTATION EQUIPMENT	37,049	85,000	85,000		511,235	511,235	511,235
			1 - service truck w/lights				66,000			
			Vactor Truck for cleaning Storm Drains				358,235			
			F550 service truck / diesel w/utility bed				87,000			
416	43150	948	COMPUTER EQUIPMENT							
416			WESTON DRIVE CULVERT REPLACEMENT							
416		268	ENGINEERING					20,000	20,000	20,000
416		966	CONSTRUCTION					225,000	225,000	225,000
416			CLEARVIEW DRIVE CULVERT REPLACEMENT							
416		268	ENGINEERING					20,000	20,000	20,000
416		966	CONSTRUCTUION					225,000	225,000	225,000
416			BELINDA CITY CULVERT REPLACEMENT							
416		268	ENGINEERING					75,000	75,000	75,000
416		966	CONSTRUCTION					700,000	700,000	700,000
416			121 SE SPRINGDALE DRAIANGE							
416		268	ENGINEERING					25,000	25,000	25,000
416			SUNNYMEADE & S RUTLAND					25,000	25,000	25,000
416		268	ENGINEERING							
Total Capital				1,252,804	385,000	385,000		2,026,235	2,026,235	2,026,235
Grand Total				1,759,656	1,497,074	1,154,757		3,257,173	3,257,173	3,112,833

Statement Of Proposed Operations											
For the Fiscal Year Ending JUNE 30, 2025											
412 Sewer Fund							DETAILS				
Revenue				Actual	Amended	Projected		Department	City	City	
Fund	Function	Object	Description	2022-2023	2023-2024	Current Year		Requests	Manager	Commission	
				-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025	
SEWER											
412	33195	- -	FEMA GRANT - TORNADO	2,526							
412	33196	- -	FEMA GRANT - FLOOD	216							
412	33463		AMERICAN RESCUE PLAN ACT		2,500,000	2,500,000					
412	34309	- -	EQUIPMENT RENTAL	4,075							
412	36100	- -	INTEREST EARNINGS	343,058	200,000	595,971		550,000	550,000	550,000	
412	36210	- -	RENT	12,000	-						
412	36352	- -	WORKERS COMP INSURANCE RECOVERIES			1,313					
412	36512	- -	SALE OF CITY VEHICLE			40,009					
412	36515	- -	SALE OF AUCTION ITEMS	708							
412	36950	- -	BAD DEBTS COLLECTIONS	(700)		771					
412	36980	- -	MISC REVENUE	535		264					
412	37210	- -	SEWER SERVICE CHARGES	8,859,152	8,725,000	9,089,211		9,626,141	9,626,141	9,626,141	
412	37220	- -	SEWER INSPECTION FEES	312,979	300,000	413,795					
412	37230	- -	SEWER USER FEE	56,075	55,000	32,871		40,000	40,000	40,000	
412	37231	- -	INDUSTRIAL USER PERMIT								
412	37232	- -	GREASE TRAP PROGRAM	73,512	70,000	80,784		80,000	80,000	80,000	
412	37290	- -	OTHER OPERATING REVENUES - SEW								
412	37291	- -	FORFEITED DISCOUNTS AND PENALT	113,317	125,000	108,191		110,000	110,000	110,000	
412	37292	- -	SERVICING CUSTOMERS INSTALLATION			1,500					
412	37293		SALE OF MATERIAL	9,000		3,360					
412	37294	- -	INSTALLATION CHARGES	9,000	20,000			10,000	10,000	10,000	
412	37296	- -	SEWER TAP FEES	503,750	500,000	523,714		500,000	500,000	500,000	
412	37297	- -	CONTRIBUTED LINES	6,836,750	900,000			1,000,000	1,000,000	1,000,000	
412	37298	- -	SEWER DEVELOPMENT FEES	253,199	250,000	779,071		300,000	300,000	300,000	
412	37299	- -	ADMINISTATIVE FEES	22,000	30,000	24,000		30,000	30,000	30,000	
412	37710	- -	PUMP & HAUL CHARGES			100					
Total Fund Revenue				17,411,152	13,675,000	14,194,926		12,246,141	12,246,141	12,246,141	

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
412 Sewer Billing										
Personnel 2				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	Budget	Current Year		Requests	Manager	Commission
				-1-	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025
Fund	Function	Object	Description	-1-	-3-	-4a-		-5-	-6-	-7-
Sewer Billing										
412	52216	111	0 SALARIES - PERMANENT EMPLOYEES	175,541	112,363	100,046		126,044	126,044	126,044
412	52216	112	0 SALARIES -OVERTIME ATOVERTIME		596	-		636	636	636
412	52216	113	0 SALARIES - HOLIDAY PAY		160	-		43	43	43
412	52216	116	0 EMPLOYEE RECOGNITION	3,413	2,247	2,247		2,521	2,521	2,521
412	52216	119	0 LONGEVITY PAY	1,000	1,050	-		100	100	100
412	52216	121	0 LEAVE PAYABLE	(17,017)		-				
412	52216	141	0 OASI (EMPLOYER'S SHARE)	13,138	8,906	7,679		9,895	9,895	9,895
412	52216	142	0 EMPLOYEE BENEFITS	26,369	24,530	21,754		18,817	18,817	18,817
412	52216	143	0 RETIREMENT - CURRENT	9,943	11,455	8,064		14,849	14,849	14,849
412	52216	146	0 WORKMEN'S COMPENSATION	170	1,470	1,470		1,480	1,480	1,480
412	52216	147	0 UNEMPLOYMENT INSURANCE	84	128	84		128	128	128
						-				
			Personnel Request			-				
						-				
			Total Personnel	212,641	162,905	141,345		174,513	174,513	174,513
412	52216	200	0 CONTRACTUAL SERVICES	161	2,000	524		2,000	2,000	2,000
412	52216	204	0 EMPLOYEE EDUCATION ANDTRAININ			-				
412	52216	211	0 POSTAGE, BOX RENT, ETC.	60,300	63,000	63,000		64,000	64,000	64,000
412	52216	220	0 PRINTING, DUPLICATING,TYPING,	12,800	20,000	12,554		20,000	20,000	20,000
412	52216	231	0 PUBLICATION OF FORMALAND LEGA	57	200	-		200	200	200
412	52216	250	0 PROFESSIONAL SERVICES	887	2,000	154		2,000	2,000	2,000
412	52216	251	0 MEDICAL, DENTAL, VETERINARY, A	91	200	200		500	500	500
412	52216	255	0 DATA PROCESSING SERVICES	79,746	73,000	73,000		190,000	190,000	190,000
					Upgrade billing software		115,000			
412	52216	263	0 REPAIR AND MAINTENANCEFURNITU		500	-		500	500	500
412	52216	310	0 OFFICE SUPPLIES AND MATERIALS	1,715	2,500	280		2,000	2,000	2,000
412	52216	312	0 SMALL ITEMS OF EQUIPMENT	329	1,000	800		1,000	1,000	1,000
412	52216	320	0 OPERATING SUPPLIES	2,412	2,800	744		2,500	2,500	2,500
412	52216	381	0 SHORT & OVER REIMBURSEMENT	(41)						
412	52216	510	0 INSURANCE		200	196		300	300	300
			Total Operatiing	158,457	167,400	151,452		285,000	285,000	285,000
			Total Capital	-	-	-		0	-	-
			Grand Total	371,098	330,305	292,797		459,513	459,513	459,513

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2025							
		412		SEWER LINE MAINTENANCE DEPT							
		Personnel		18		Amended	Projected	DETAILS	Department	City	City
					Actual	Budget	Current Year		Requests	Manager	Commission
					2022-2023	2023-2024	2023-2024		2024-2025	2024-2025	2024-2025
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
412	52211	SEWER LINE MAINTENANCE DEPT									
412	52211	111		SALARIES - PERMANENT EMPLOYEES	1,151,372	1,269,491	1,088,006		1,204,686	1,204,686	1,181,519
412	52211	112		SALARIES - OVERTIME ATOVERTIME		59,826	13,801		58,910	58,910	57,777
412	52211	113		SALARIES - HOLIDAY PAY	3,185	8,362	2,040		8,306	8,306	8,146
412	52211	114		SEWER ON-CALL	5,980	10,500	10,500		12,000	12,000	12,000
412	52211	116		EMPLOYEE RECOGNITION	21,346	25,390	25,390		24,094	24,094	23,630
412	52211	119		LONGEVITY PAY	6,300	8,000	8,000		7,000	7,000	7,000
412	52211	121		LEAVE PAYABLE	(60,240)		-				
412	52211	141		OASI (EMPLOYER'S SHARE)	81,997	105,690	84,790		100,597	100,597	98,691
412	52211	142		EMPLOYEE BENEFITS	150,485	259,773	227,833		287,830	287,830	287,830
412	52211	143		RETIREMENT - CURRENT	65,298	135,946	107,318		150,962	150,962	148,100
412	52211	146		WORKMEN'S COMPENSATION	29,211	40,891	40,891		38,702	38,702	37,969
412	52211	147		UNEMPLOYMENT INSURANCE	371	1,152	532		1,152	1,152	1,152
				Personnel Changes							
				2 - Utility Operator I personnel is needed due to growing infrastructure of the sewer system.					131,740	131,740	
				1- Utility Field Inspector - personnel is needed to manage site development					83,300	83,300	
				Reclassify two Utility I to Utility II					17,040	17,040	
				Reclassify Utility Foreman to Operations Manager					4,320	4,320	
				Operations Manager- a day to day operations manager is needed to plan maintenance, projects, and general needs of the department							
				Total Personnel	1,455,305	1,925,021	1,609,102		2,130,639	2,130,639	1,863,814

Statement Of Proposed Operations										
For the Fiscal Year Ending JUNE 30, 2025										
SEWER LINE MAINTENANCE DEPT										
412 Personnel 18				Actual	Amended	Projected	DETAILS	Department	City	City
Fund	Function	Object	Description	2022-2023	Budget	Current Year		Requests	Manager	Commission
				-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
412	52211	200	CONTRACTUAL SERVICES	5,013	400,000	371,755		100,000	100,000	100,000
			Updating master plan and sewer specifications							
412	52211	204	EMPLOYEE EDUCATION AND TRAINING	3,284	30,000	16,359		20,000	20,000	20,000
412	52211	220	PRINTING, DUPLICATING, TYPING,	255	300	85		500	500	500
412	52211	221	PRINTING, STATIONERY, ENVELOPE		100	47		100	100	100
412	52211	231	PUBLICATION OF FORMAL AND LEGAL	33	500	-		500	500	500
412	52211	235	MEMBERSHIPS, REGISTRATION FEES	28,530	35,000	15,853		35,000	35,000	35,000
412	52211	251	MEDICAL, DENTAL, VETERINARY, A	770	1,000	306				
412	52211	258	DRUG TESTING		-	-				
412	52211	261	REPAIR AND MAINTENANCE MOTOR VEHICLES	25,274	25,000	11,833		30,000	30,000	30,000
412	52211	262	REPAIR AND MAINTENANCE OTHER MACHINERY	30,462	50,000	5,345		60,000	60,000	60,000
412	52211	266	REPAIR AND MAINTENANCE BUILDING			-				
412	52211	283	OUT-OF-TOWN EXPENSE	1,139	1,500	-		1,500	1,500	1,500
412	52211	287	MEALS AND ENTERTAINMENT	136	600	-		800	800	800
412	52211	302	PW SAFETY PROGRAM	2,409	5,000	957		5,000	5,000	5,000
412	52211	310	OFFICE SUPPLIES AND MATERIALS	1,067	1,000	174		1,500	1,500	1,500
412	52211	312	SMALL ITEMS OF EQUIPMENT	16,194	30,000	4,778		20,000	20,000	20,000
412	52211	320	OPERATING SUPPLIES	148,108	150,000	127,016		140,000	140,000	140,000
412	52211	326	CLOTHING AND UNIFORMS	4,580	7,500	7,500		9,000	9,000	9,000
412	52211	331	GAS, OIL, DIESEL FUEL, GREASE,	49,444	55,000	52,120		65,000	65,000	65,000
412	52211	334	TIRES, TUBES AND ETC.	3,778	8,000	4,998		7,500	7,500	7,500
412	52211	381	SHORT & OVER REIMBURSEMENT		-	-				
412	52211	510	INSURANCE	84,754	95,000	93,002		100,000	100,000	100,000
412	52211	533	MACHINERY AND EQUIPMENT RENTAL		5,000			7,500	7,500	7,500
Total Operating				405,230	900,500	712,130		603,900	603,900	603,900

Statement Of Proposed Operations										
For the Fiscal Year Ending JUNE 30, 2025										
412 SEWER LINE MAINTENANCE DEPT										
Personnel 18										
				Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	2023-2024	Current Year		Requests	Manager	Commission
Fund	Function	Object	Description	-1-	-3-	-4a-		2024-2025	2024-2025	2024-2025
412	52211	910	LAND				198,000 87,000 5,500			
412	52211	934	PUMPS/REHAB		175,000	172,131		190,000	190,000	190,000
412	52211	940	MACHINERY AND EQUIPMENT		550,000	550,000				
412	52211	942	CONSTRUCTION AND MAINTENANCE M		800,000	-		800,000	800,000	800,000
412	52211	944	TRANSPORTATION EQUIPMENT		100,000	100,000		285,000	285,000	285,000
			3- service trucks w/lights							
			F350 Diesel 4x4 with service bed							
412	52211	948	COMPUTER EQUIPMENT					5,500	5,500	5,500
			MOBILE LAPTOP W/WIFI							
412	52217		LEGAL & ENGINEERING							
412	52217	231	PUBLICATION OF FORMALAND LEGA		1,000	-		1,000	1,000	1,000
412	52217	252	LEGAL SERVICES	19,200	20,000	19,200		20,000	20,000	20,000
412	52217	273	INDUSTRIAL PRETREATMENT	1,349	4,000	2,366		2,500	2,500	2,500
412	52217	274	GREASE TRAP	386	1,500	-		2,000	2,000	2,000
			Total Capital	20,935	1,651,500	843,697		1,306,000	1,306,000	1,306,000
			Grand Total	1,881,470	4,477,021	3,164,928		4,040,539	4,040,539	3,773,714

				Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025							
			412	0							
				Sewer Fund Budget Only	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
				Total Personnel		-	-		-	-	-
412	52123	DEPRECIATION									
412	52123	540		DEPRECIATION	2,618,247	2,350,000	2,700,000		2,800,000	2,800,000	2,800,000
412	41820	FINANCE BUILDING									
412	41820	240		STORMWATER		200			200	200	200
412	41820	241		ELECTRIC		500			-	-	-
412	41820	242		WATER		500			-	-	-
412	41820	243		SEWER		450			-	-	-
412	41820	266		REPAIR AND MAINTENANCEBUILDIN	323	5,000	3,448		5,000	5,000	5,000
412	41820	510		INSURANCE	3,362	3,200	3,200		3,500	3,500	3,500
412	41820	939		OTHER IMPROVEMENTS							
412	52313	PURIFICATION & DISPOSAL									
412	52313	100		PERSONAL SERVICES	105,000	115,000	115,000		115,000	115,000	115,000
412	52313	934		PUMPS/REHAB	2,949,228	3,200,000	3,051,588		3,200,000	3,200,000	3,200,000
412	52316	690		BAD DEBT EXPENSE	1,838	1,500	1,500		2,000	2,000	2,000
412	52316	940		MACHINERY AND EQUIPMENT							
				Total Operatiing	5,677,998	5,676,350	5,874,736		6,125,700	6,125,700	6,125,700
				Total Capital		-	-		-	-	-
				Grand Total	5,677,998	5,676,350	5,874,736		6,125,700	6,125,700	6,125,700

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
			412	Sewer Lift Stations						
Fund	Function	Object	Description	Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025
				-1-	-3-	-4a-		-5-	-6-	-7-
	52212	145	RELOCATION EXPENSES		-					
			Total Personnel		-	-		-		-
412	52212	240	STORMWATER	301	700	517		700	700	700
412	52212	241	ELECTRIC	121,117	145,000	124,755		145,000	145,000	145,000
412	52212	242	WATER	4,550	7,000	5,087		7,000	7,000	7,000
412	52212	245	TELEPHONE AND TELEGRAPH		-	-				
412	52212	262	REPAIR AND MAINTENANCE OTHER M	132,536	150,000	71,798		150,000	150,000	150,000
412	52212	322	OSHA/CHEMICALS	4,500	80,000	37,286		188,800	188,800	188,800
			Total Operating	263,004	382,700	239,443		491,500	491,500	491,500
412	52212	941	GENERAL PURPOSE MACHINERY AND					723,494	723,494	723,494
			Kohler Mobile Diesel Generator with connections				215,048			
			3- Diesel mobile bypass pumps				349,746			
			KOHLER MOBILE GENERATOR CONNECTION TRANSFER SWITCH -6 TOTAL				158,700			
412	52212	944	TRANSPORATION EQUIPMENT					276,000	276,000	276,000
			1- service truck with lights				66,000			
			1-550 service truck with crain				210,000			
412	52212	945	COMMUNICATION EQUIPMENT					369,646	369,646	369,646
			Mission Communications -SCADA monitoring for 40 lift stations				369,646			
412	52212	939	PUMP STATION REHAB		400,000			400,000	400,000	400,000
412	52212	939	NONAVILLE ROAD PUMP STATION CONTRIBUTION		300,000			300,000	300,000	300,000
			Total Capital	-	700,000	-		2,069,140	2,069,140	2,069,140
			Grand Total	263,004	1,082,700	239,443		2,560,640	2,560,640	2,560,640

82.

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025											
412 Sewer Line Construction				Actual 2022-2023	Amended Budget 2023-2024	Projected Current Year 2023-2024	DETAILS	Department Requests 2024-2025	City Manager 2024-2025	City Commission 2024-2025	
Fund	Function	Object	Description								
Total Personnel				-1-	-3-	-4a-		-5-	-6-	-7-	
412	43251	SANITARY SEWER CONSTRUCTION									
412	43251	268	ENGINEERING	123,301	250,000	43,119		250,000	250,000	250,000	
412	43262	STONER CREEK INTERCEPTOR UPGRADE, PHASE III									
412	43262	268	ENGINEERING	30,730				5,000	5,000	5,000	
412	43262	933	CONSTRUCTION		2,500,000	5,074		2,500,000	2,500,000	2,500,000	
412	43262	934	CONST FUNDED BY GRANTS		2,500,000	2,194,606		250,000	250,000	250,000	
412	43263	ROYAL OAKS GRAVITY SEWER REPLACEMENT									
412	43263	933	CONSTRUCTION		450,000	296,864					
412	43268	METERING STATION REPLACEMENT									
412	43268	268	ENGINEERING	31,347							
412	43268	933	CONSTRUCTION		500,000	105,587					
412	43280	EQUALIZATION BASIN									
412	43280	268	ENGINEERING	34,458	475,000	169,534		150,000	150,000	150,000	
412	43280	933	CONSTRUCTION					15,000,000	15,000,000	15,000,000	

Statement Of Proposed Operations For the Fiscal Year Ending JUNE 30, 2025										
412 Sewer Line Construction										
Fund	Function	Object	Description	Actual	Amended	Projected	DETAILS	Department	City	City
				2022-2023	2023-2024	Current Year		Requests	Manager	Commission
				-1-	-3-	-4a-		-5-	-6-	-7-
412	43290		OLD LEBANON DIRT ROAD WEST POCKET PLAN							
412	43290	268	ENGINEERING	564	25,000	19,294		10,000	10,000	10,000
412	43290	910	EASEMENTS					20,000	20,000	20,000
412	43290	933	CONSTRUCTION		900,000			1,100,000	1,100,000	1,100,000
412	43281		MT VERNON GRAVITY CONNECTION REPLACEMENT							
412	43281	268	ENGINEERING	7,433						
412	43281	933	CONSTRUCTION		400,000			500,000	500,000	500,000
412	43282		CREEKSIDE DRIVE INTERCEPTOR							
412	43282	268	ENGINEERING	43,565				5,000	5,000	5,000
412	43282	910	EASEMENTS					35,000	35,000	35,000
412	43282	933	CONSTRUCTION		3750000			4,500,000	4,500,000	4,500,000
			Construction line added							
412	43283		GOLDEN BEAR SEWER RELOCATION							
412	43283	268	ENGINEERING		10,000	257				
412	43283	933	CONSTRUCTION					400,000	400,000	400,000
412	43284		LEBANON ROAD SEWER RELOCATION							
412	43284	268	ENGINEERING		10,000			10,000	10,000	10,000
412	43284	910	EASEMENTS		20,000			20,000	20,000	20,000
412	43284	933	CONSTRUCTION		25,000			25,000	25,000	25,000
Total Operating				282,285	11,815,000	2,834,336		24,780,000	24,780,000	24,780,000
Total Capital				-	-	-		-	-	-
Grand Total				282,285	11,815,000	2,834,336		24,780,000	24,780,000	24,780,000

84.

Summary of Changes from Department Head Requests to City Manager Budget

Page #	Adjustment
City Manager	
21 Remove Facility Maintenance Manager	(83,000.00)
22 Remove Tenzinga Performance Management Software (Line 200)	(24,000.00)
Economic Development	
24 Reduce Landscaping (Line 265)	(50,000.00)
25 Remove 2 Vehicles (Line 944)	(80,000.00)
25 Add Property Purchase N. Mt Juliet Rd and E Caldwell (Line 910)	4,000,000.00
Public Communications	
28 Remove Vehicle (Line 944)	(40,000.00)
Finance	
29 Remove Project/Grant Accountant Position	(70,000.00)
29 Reduce Contractual Services (Line 200)	(3,000.00)
29 Reduce Employee Training (Line 204)	(2,000.00)
IT	
31 Remove Pay Adjustments	(23,160.00)
31 Remove PT IT position	(39,673.00)
31 Reduce Telephone (Line 245)	(54,500.00)
31 Reduce Software licenses - (Line 314)	(8,000.00)
32 Remove Mobile Command (Line 944)	(875,000.00)
32 Remove vehicle (Line 944)	(71,000.00)
32 Reduce Machinery and Equipment (Line 949)	(69,700.00)
GIS	
33 Remove Pay Adjustments	(7,560.00)
Police	
34 Remove pay adjustments	(649,117.00)
34 Remove Executive Assistant	(113,960.00)
34 Remove K9 Officer	(97,580.00)
34 Remove 4 Certified Officers	(364,000.00)
35 Reduce Contractual Services (Line 200)	(1,500.00)
35 Reduce Employee Training (Line 204)	(32,000.00)
35 Reduce Employee Wellness (Line 206)	(41,600.00)
37 Reduce Data Processing Services (Line 255)	(20,000.00)
37 Reduce Special Response Unit (Line 304)	(20,000.00)
38 Reduce Small Items of Equipment (Line 312)	(26,500.00)
38 Reduce Operating Supplies (Line 320)	(12,000.00)
38 Reduce OSHA/Chemicals (Line 322)	(37,500.00)
38 Reduce Clothing and Uniforms (Line 326)	(28,000.00)
38 Move from GF Clothing and Uniforms (Line 326) to Drug Fund (Line 320)	(6,500.00)
39 Reduce Fire Arm Supplies (Line 327)	(15,000.00)
39 Reduce Canine (Line 346)	(6,200.00)
39 Reduce Bicycle Patrol Equipment (Line 349)	(18,500.00)

Summary of Changes from Department Head Requests to City Manager Budget

Page #	Adjustment
39 Reduce Investigative Equipment (Line 372)	(7,500.00)
39 Move from GF Investigative Equip (Line 372) to Drug Fund (Line 320)	(2,000.00)
40 Reduce Special Investigative Funds (Line 742)	(1,000.00)
40 Reduce Vehicle Equipment (Line 918)	(180,000.00)
40 Reduce Communication Equipment (Line 945)	(453,186.00)
 Police Headquarters	
41 Reduce Janitorial Supplies (Line 324)	(5,000.00)
 Animal Control	
42 Remove Pay Adjustments	(3,242.00)
42 Reduce Operating Budget by 10%	(17,000.00)
43 Reduce Vehicle Equipment (Line 918)	(10,000.00)
43 Reduce Transportation Equipment (Line 944)	(13,000.00)
 Special Storage Facility	
45 Reduce Contractual Services (Line 200)	(7,000.00)
45 Reduce Repair & Maintenance Building (Line 266)	(25,000.00)
 Fire	
46 Remove pay adjustments	(256,417.00)
46 Remove Deputy Fire Marshall	(106,680.00)
46 Remove 3 Fire Lt's	(224,000.00)
46 Remove 6 FF/PM	(403,200.00)
46 Remove 1 Fire/EMS Training Captain	(106,680.00)
46 Remove 3 EMS Capt upgrade to EMS Lt.	(9,380.00)
47 Reduce Machinery & Equipment (Line 940)	(20,000.00)
47 Reduce Communication Equipment (Line 945)	(150,000.00)
 EMS	
48 Reduced Transportation Equipment (Line 944)	(215,000.00)
 Development Services/Building and Codes	
49 Remove pay adjustments	(3,360.00)
49 Reduce Contractual Services (Line 200)	(3,000.00)
 Highway and Streets	
51 Remove pay adjustments	(9,480.00)
51 Freeze ROW operator position	(69,858.00)
52 Reduce Contractual Services (Line 200)	(50,000.00)
52 Reduce Memberships (Line 235)	(1,000.00)
52 Reduce Repair and Maintenance Machinery (Line 262)	(5,000.00)
52 Reduce Machinery & Equipment Rental (Line 533)	(2,000.00)
53 Remove Other Improvements (Line 939)	(100,000.00)
53 Reduce Transportation Equipment (Line 944)	(116,000.00)

Summary of Changes from Department Head Requests to City Manager Budget

Page #		Adjustment
	City Garage	
54	Remove pay adjustments	(19,799.00)
54	Freeze Certified Mechanic Position	(110,331.00)
54	Reduce Repair and Maintenance Machinery (Line 262)	(2,000.00)
54	Reduce Office Supplies and Materials (Line 310)	(250.00)
	Charlie Daniels Park	
58	Remove Pay adjustments	(54,960.00)
58	Remove one FT Clerk	(64,400.00)
58	Remove one Parks Laborer	(70,000.00)
	State Street Aid	
62	Reduced Transfers from GF (Line 37810)	(350,000.00)
62	Reduced Street lighting (Electric and Maintenance) (Line 247)	(150,000.00)
62	Reduced Repair and Maintenance Traffic Lights (Line 264)	(30,000.00)
62	Reduced Painting or Plumbing Supplies (Line 335)	(10,000.00)
62	Reduced Sundry Repair and Maintenance (Line 339)	(10,000.00)
	 Total Additions to General Fund Budget (Capital)	 4,000,000.00
	Total Reductions to Personnel Budget	(2,959,837.00)
	Total Reductions to Operating Budget	(534,550.00)
	Total Reductions to Capital Budget	(2,392,886.00)
	Total Reductions to Transfers	(350,000.00)
	Net Impact on Budget	<u>(2,237,273.00)</u>



Mt. Juliet, Tennessee

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

Staff Report

File #: 0671
13.A.

Agenda Date: 6/10/2024

Agenda #:

Title:

RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE LEBANON ROAD SIDEWALKS, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION _-2024

RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE LEBANON ROAD SIDEWALKS, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

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

WHEREAS, the City of Mt. Juliet is preparing for the construction of sidewalks on both sides of Lebanon Road from Nonaville Road to Green Hill High School; and

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

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

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

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

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

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

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 AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE LEBANON ROAD SIDEWALKS, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

- The project: 6-foot-wide Sidewalks on both sides of Lebanon Road between Nonaville Road and Green Hill High School
- Contract: The City is currently under contract for engineering and construction services with Kimley-Horn for the project. The scope for CEI was already set in the original contract, but the fees associated with CEI services were held out until a clearer scope of man-day estimates could be completed. With plans, specifications, and estimates now complete, the fees have been established and are now presented in the proposed amendment.
- Funding: This phase of work will be paid for with construction grant funds on the project. The construction funds are paid by State grant funds with a 5% local match.
- Official act: This resolution is to provide formal support of the amendment and to authorize the Mayor to sign the amendment.

AMENDMENT NUMBER 001 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 001 DATED May 14, 2024 to the agreement between City of Mt. Juliet, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated September 2, 2020 ("the Agreement") concerning Lebanon Road Sidewalks Phase 3 PIN 130263.00 (the "Project").

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

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

CLIENT:

CITY OF MT. JULIET

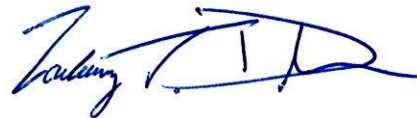
By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: Zachary J. Dufour, P.E.

Title: Vice President

Date: May 14, 2024

Consultant shall perform the following Additional Services as pertaining to PIN 130263.00:

Task 9 – Construction Engineering Inspection Services

Kimley-Horn, together with our Subconsultant – Ragan Smith and Associates, Inc. (RSA) – will provide Construction Engineering and Inspection (CEI) services for the Client in accordance with Appendix C, Roadway and Bridge Field Construction Procedures, in the TDOT “Local Government Guideline for the Management of Federal and State Funded Transportation Projects.” Kimley-Horn, via our Subconsultant, will provide the appropriate field and office staff required to assist the Client in compliance with the guidelines for Locally Managed Projects as outlined in the sub-tasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a two hundred (200) calendar day duration. Furthermore, Kimley-Horn anticipates that one (1) inspector in the field will be sufficient for this construction project.

Task 9.1 – Pre-Construction and Pre-Erosion Conference

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

Task 9.2 – Construction Progress Meetings

Kimley-Horn will coordinate with the Contractor to schedule monthly construction progress meetings. This sub-task will consist of scheduling the meeting, preparing the meeting agenda, attending and producing meeting minutes for up to seven (7) monthly progress meetings.

Task 9.3 – Provide Utility Coordination

Kimley-Horn will provide project utility coordination and will coordinate individually and as a whole with the multiple utility companies identified in the construction documents as owning facilities within the project limits. Kimley-Horn will invite each utility company to attend the monthly progress meetings. Kimley-Horn will coordinate with the identified utility meeting participants to keep them informed of the construction schedule and when work is expected to begin in and around their utilities. Kimley-Horn is not responsible for the timeliness, correctness, or adequacy of the work performed by the various utility contractors, and shall not be held liable for damages or delays resulting from the Contractor’s work or lack thereof. The sole purpose of Kimley-Horn’s role with respect to utilities as related to this project is the coordination of continued progress of the project as a whole and to attempt to coordinate construction work that may interfere with utilities.

Task 9.4 – Supplemental Agreements / Construction Change Orders

Kimley-Horn will notify the Client of the necessity for any Supplemental Agreements / Construction Changes up to a maximum of three (3) change orders. Kimley-Horn will negotiate prices for additional pay items with the contractor while adhering to the “TDOT Average Unit Price” listing when possible and coordinate acceptance of prices with the Client. Kimley-Horn will prepare the Supplemental Agreement / Construction Change and submit to the Client for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by TDOT. Kimley-Horn will review any Value Engineering Change Proposals and prepare recommendations for the Client.

Task 9.5 – Shop Drawings and Submittals

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, up to a maximum of ten (10) Shop Drawings and Submittals, but only for conformance with the Contract Documents. In addition to these ten (10) shop drawings that we will review. We will review these drawings for conformance with the contract documents and also check structural calculations and design for conformance with current codes. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Task 9.6 – Quality Assurance, Testing for Acceptance, and Training

Kimley-Horn will provide certified and trained personnel for field and plant testing and inspection. Kimley-Horn will monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications and document testing on standard forms normally used by TDOT. Kimley-Horn will monitor documentation of testing by the Contractor. Field testing consists of ACI tests for concrete consisting of concrete plant, nuclear density testing of subgrade and earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the TDOT sampling and testing schedule. Kimley-Horn (via our CEI Subconsultant) will provide source or plant testing according to TDOT Standard Specification 106.05 to consist of asphalt plant inspection (if these materials are proposed in the Plans). Kimley-Horn will provide miscellaneous checking of application rates and dimensions and bearings to review conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on TDOT standard forms and receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by Kimley-Horn for conformity to the Specifications. A Final Materials and Tests Certification will be provided in the Final Records submitted to the Client.

Task 9.7 – Progress Payments

Kimley-Horn will collect and assemble quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements / Construction Changes, or from Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Recommended pay quantities will be submitted to the Client for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Copies of approved subcontracts as well as copies of actual DBE Subcontractor's contracts will be on file prior to the first Progress Payment.

Task 9.8 – Distribution of Correspondence

Kimley-Horn will submit to the Client a copy of the correspondence between Kimley-Horn, the Client, the Contractor, Subcontractors, and TDOT concerning matters related to the project. Kimley-Horn will maintain an office file copy for submission with the project Final Records.

Task 9.9 – Observation of Work

Kimley-Horn will provide construction observation services to determine if the work is in general conformance with the Plans and Specifications for items that are being incorporated into the project. Kimley-Horn will observe, measure, and record the quantities for payment. Kimley-Horn will record field measurements in project records for review by the Client, TDOT, or auditors. The records will be recorded on a standard form (field book) as normally used by TDOT and/or on field inspection forms to be submitted to the Client. Kimley-Horn will check traffic control daily, and additionally as required or requested, and will notify the Contractor of deficiencies or problems observed. Kimley-Horn will document weekly project traffic control on forms normally used by TDOT and distribute as required. Our team will observe daily erosion control items for conformance to the plans as well as effectiveness in the field and will notify the Contractor of deficiencies. Kimley-Horn will prepare to justify pay quantities in the case of questions by the

Contractor or TDOT. Kimley-Horn will maintain a daily diary, signed by the field representative, consisting of:

- A record of the Contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or subcontractor
- Orders given the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment

Each field technician will be certified in the applicable TDOT certification workshops listed below:

- Asphalt Roadway Paving Inspector
- Asphalt Concrete Certified Plant Technician
- Class 1 Concrete Technician
- Soils and Aggregate Technician
- Nuclear Gauge Training

This scope does not consist of inspection at the manufacturing plant during the fabrication of the pedestrian bridge. TDOT has previously approved municipalities to agree to accept the manufacturers Quality Control process and their certifications as to testing and inspection. This scope assumes that TDOT will approve this method and that no on-site inspections will be necessary during the fabrication of the bridge. Should onsite inspections be required by TDOT during the fabrication of the bridge, it will be deemed an additional service.

Task 9.10 – Contractor Payrolls, Employee Interviews & Contract Compliance

Kimley-Horn will receive and check the Contractor's payrolls for conformance to federal wage rates as defined in the contract. Late payroll information (two weeks late) is understood by Kimley-Horn to be appropriate justification to withhold progress payment. Kimley-Horn will notify the Prime Contractor of late payrolls and request immediate submission. Kimley-Horn will notify the Client prior to making a recommendation for withholding payments. Kimley-Horn will conduct Contractor employee interviews on the forms normally used by TDOT and compare to the submitted payrolls for accuracy. Kimley-Horn will notify the Prime Contractor of inaccuracies and seek to resolve discrepancies. Kimley-Horn will adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

Task 9.11 – Reports

Reports and documents as required by TDOT guidelines will be generated by Kimley-Horn in the process of contract administration. Kimley-Horn will maintain either electronic or paper copies of project documentation in compliance with the TDOT Standard Operating Procedures.

Task 9.12 – Final Records

Kimley-Horn will submit a compilation of project records in TDOT standard format to the Client after project completion. Kimley-Horn will make one set of corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Kimley-Horn will submit final forms (FHWA-47, CC3, etc.) with the final records.

Task 9 Kimley-Horn Deliverables:

Pre-Construction Conference Meeting Minutes (PDF format)

Construction Progress Meeting Minutes (PDF format)

Shop Drawing / Submittal Review Correspondence (PDF format)

CEI Documentation consistent with TDOT Procedures

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

Kimley-Horn will begin Task 9 as soon as this task order has been fully executed and the City and TDOT have concurred with the award of the contract. Our services will follow the schedule of the contractor and are based on the two hundred (200) calendar day construction schedule outlined in the construction contract documents. Additional construction time beyond the two hundred calendar day schedule will be considered an additional service and billed at our current hourly rates.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

KHA will perform the services described in Task 9 for the total lump sum fee below:

<i>Task 9 – Construction Engineering Inspection (CEI)</i>	<i>\$258,000</i>
---	------------------

The lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0674
13.B.

Agenda Date: 6/10/2024

Agenda #:

Title:

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR CONSULTING SERVICES TO DEVELOP A SAFETY ACTION PLAN FOR THE SAFE STREETS FOR ALL (SS4A) PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION __-2024

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR CONSULTING SERVICES TO DEVELOP A SAFETY ACTION PLAN FOR THE SAFE STREETS FOR ALL (SS4A) PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

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

WHEREAS, this grant will be used to develop a data-driven Safety Action Plan with a goal of eliminating roadway fatalities and serious injuries by 2050; and

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

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

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

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

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 AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR CONSULTING SERVICES TO DEVELOP A SAFETY ACTION PLAN FOR THE SAFE STREETS FOR ALL (SS4A) PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

- The project: This grant will be used to develop an equitable, data-driven Safety Action Plan with a goal of eliminating roadway fatalities and serious injuries by 2050. The plan will rely upon both traditional crash data and a community outreach and engagement process to inform a comprehensive safety action plan that utilizes quantitative and qualitative input. Crash data will be collected and analyzed to identify commonalities across fatal and serious injury crashes. A High Injury Network (HIN) will be developed to identify specific locations where fatal and serious injuries occur most often, providing critical insight to the safety action plan's target locations. A comprehensive set of evidence-based projects and strategies will be identified as a part of the data-driven and community-focused plan. Project locations will prioritize findings from the HIN and inclusive public involvement process. Implementation strategies with low-cost, high-impact efforts will be developed and prioritized to impact a wider area of the
- Contract: The public works department performed the proper procurement procedure and advertised an RFQ for the project. We received nine (9) letters of interest. The consultant evaluation committee short-listed 3 firms to submit full statements of qualifications. After review of the submittals, the consultant evaluation committee chose Kimley-Horn as the most qualified for this project. The City has received an agreement from Kimley-Horn, which is attached to this resolution packet for your review.
- Funding: The proposed fee for this contract is \$408,400. The City has been awarded \$328,000 in federal funds to complete this Safety Action Plan. There is a required 20% local match of \$82,000.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.



May 17, 2024

Abraham Farias
City of Mt. Juliet, TN
115 Clemmons Rd.
Mt. Juliet, TN 37122

Re: Letter Agreement for Professional Services for
Safe Streets and Roads for All (SS4A) Action Plan
Mt. Juliet, Tennessee

Dear Abraham:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to **City of Mt. Juliet, Tennessee** ("Client") for providing professional engineering and planning services pertaining to the Safe Streets and Roads for All (SS4A) Action Plan.

Project Understanding

Consultant understands the following:

- Client received a FY23 SS4A Action Plan award from the United States Department of Transportation (USDOT).
- Client has selected Consultant to prepare the Action Plan.
- The USDOT identifies SS4A Action Plan components through the following webpage: (<https://www.transportation.gov/grants/ss4a/action-plan-components>)
 - **Leadership Commitment and Goal Setting** - create a goal timeline for eliminating roadway fatalities and serious injuries.
 - **Planning Structure** – form a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
 - **Safety Analysis** – review of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction.
 - **Engagement and Collaboration** – work with public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback.
 - **Equity Considerations** - develop a plan through inclusive and representative processes, data, and other analyses.
 - **Policy and Process Changes** - assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.
 - **Strategy and Project Selections** - identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan.
 - **Progress and Transparency** - measure progress over time after an Action Plan is developed or updated, including outcome data.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – PROJECT MANAGEMENT

Consultant will perform the following:

- Facilitate one (1) kick-off meeting with Client. Consultant will coordinate with Client to schedule the kick-off meeting, prepare agenda topics for discussion, facilitate the kick-off meeting, and summarize the kick-off meeting with minutes.
- Develop a project schedule and provide to Client.
- Facilitate (monthly or bimonthly) progress meetings with Client, up to ten (10) total.
- Provide monthly invoices with the description of work performed.
- Coordinate with Client regarding the requirement of Leadership Commitment and Goal Setting.
- Coordinate with Client regarding the need for a Planning Structure that would establish a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
- Provide Client with guidance and support regarding the SS4A grant administration and requirements.
- Per FHWA requirements, provide client a summary of work performed each quarter, so that the client can submit a quarterly report to FHWA

TASK 2 – SAFETY ANALYSIS

Task 2.1 – Data Collection

Consultant will obtain readily available geographic information systems (GIS) data:

- Crash data from a previous 5-year timeframe
- Average Daily Traffic (ADT) and/or Annualized Average Daily Traffic (AADT)
- Roadway features (i.e., number of travel lanes, posted speed limits, functional classification, sidewalk and bicycle infrastructure)

Consultant will consider the following sources to obtain GIS data:

- The Enhanced Tennessee Roadway Information Management System (E-TRIMS) provided by the Tennessee Department of Transportation (TDOT)
- The AASHTOWare Safety Software as a Service platform
- Client-provided GIS data
- Replica, a web-based application that Consultant may use to develop additional ADT and/or AADT

Task 2.2 – Safety Analysis

Consultant will perform the following:

- Analyze existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries.
- Develop graphics that illustrate:
 - Locations of crashes
 - Severity of crashes
 - Crash types by relevant road users (e.g., motorists, pedestrians, bicyclists)

- Prepare geospatial identification of higher-risk locations to establish the High-Injury Network.

TASK 3 – EQUITY ANALYSIS

Consultant will perform the following:

- Identify underserved communities through data and analyses in collaboration with appropriate stakeholders. Consultant will perform analysis of population characteristics and initial equity impact assessments of proposed projects and strategies.
- Consultant will refer to the following webpage, referenced by the USDOT regarding the preparation of SS4A Action Plans, for the equity analysis:
 - <https://datahub.transportation.gov/stories/s/tsyd-k6ij>
- Consultant will consider Areas of Persistent Poverty Project (APP) and Historically Disadvantaged Community (HDC).
- Consultant will refer to the GIS-based SS4A Underserved Communities Census Tracts (Historically Disadvantaged Communities) data available.

TASK 4 – DEVELOPMENT OF RECOMMENDATIONS

Task 4.1 – Policy and Process Changes

Consultant will perform the following:

- Consider the Federal Highway Administration (FHWA) Safe System Approach and the six (6) principles that form the basis (source: <https://highways.dot.gov/safety/zero-deaths>)
 - Deaths and serious injuries are unacceptable
 - Humans make mistakes
 - Humans are vulnerable
 - Responsibility is shared
 - Safety is proactive
 - Redundancy is crucial
- Assess the Client's current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety.
- Develop and provide recommendations for the adoption of revised or new policies, guidelines, and/or standards.

Task 4.2 – Strategy and Project Selections

Consultant will perform the following:

- Consider the FHWA Proven Safety Countermeasures initiative (PSCi), a collection of 28 countermeasures and strategies effective in reducing roadway fatalities and serious injuries.
- Identify a comprehensive set of projects and strategies that consider the safety analysis, equity analysis, and obtained feedback during stakeholder engagement.
- Develop a prioritization of projects and strategies categorized into short-term, mid-term, and long-term implementation timeframes. The prioritized list will contain interventions focused on infrastructure, behavioral, and/or operational safety.
- For up to fifteen (15) projects, Consultant will prepare project descriptions, conceptual layouts, cost estimates, and forecasted benefit-to-cost ratios.

TASK 5 – REPORTING AND DOCUMENTATION

Consultant will perform the following:

- Develop the draft Comprehensive Safety Action Plan that summarizes the work performed in Tasks 1-4.
- Prepare and submit the draft Comprehensive Safety Action Plan to Client in PDF format.
- Receive one (1) iteration of review comments from Client.
- Coordinate with Client to discuss the review comments if necessary.
- Incorporate revisions and develop the final Comprehensive Safety Action Plan.
- Prepare and submit the final Comprehensive Safety Action Plan to Client in PDF format.

TASK 6 – STAKEHOLDER AND COMMUNITY ENGAGEMENT

Task 6.1 – Stakeholder Meetings

Consultant will coordinate with Client to determine the appropriate stakeholders, including but not limited to:

- City of Mt. Juliet Staff
- Fire Department
- Police Department
- City Commission
- TDOT Region 3
- Mt. Juliet BPAC
- Wilson County Schools
- Mt. Juliet Planning Commission

Consultant will facilitate up to six (6) total stakeholder meetings:

- Meeting #1 – Anticipated to occur before Tasks 2-4 have been completed.
 - Consultant proposes two (2) iterations of Meeting #1, which will structurally be the same but will provide alternative date/time options for participants.
- Meeting #2 – Anticipated to occur after Tasks 2-4 have been completed.
 - Consultant proposes two (2) iterations of Meeting #2, which will structurally be the same but will provide alternative date/time options for participants.
- Meeting #3 – Anticipated to occur after Task 5 has been completed.
 - Consultant proposes two (2) iterations of Meeting #3, which will structurally be the same but will provide alternative date/time options for participants.

Consultant will be responsible for scheduling, facilitating, and providing the appropriate materials and content for each stakeholder meeting.

Client will be responsible for providing an appropriately sized venue for in-person meetings.

Additionally, Consultant will provide one (1) presentation to City Commission and one (1) presentation to the Planning Commission to discuss the safety action plan and policy changes after Task 5 has been completed.

Task 6.2 – Community Walk Audits

Consultant will facilitate community walk audits with the intent of assessing existing roadway conditions,

pertaining to safety, and identifying challenges and concerns from stakeholders and community members. The objective of these community walk audits is for Consultant, Client, stakeholders, and community members to better understand site-specific conditions and determine which locations have potential for a future SS4A Implementation Grant application.

Consultant will facilitate up to two (2) community walk audits with stakeholders:

- Community Walk Audit #1 – Will occur either immediately before or immediately after Stakeholder Meeting #1.
- Community Walk Audit #2 – Will occur either immediately before or immediately after Stakeholder Meeting #2.

Consultant will be responsible for scheduling, facilitating, and providing the appropriate materials and content for each community walk audit.

Task 6.3 – Community Outreach

Consultant will attend one (1) community event (such as Celebrate Mt. Juliet on September 7, 2024) and interact with the public to raise awareness of the development of safety action plan. Consultant will develop materials that may include flyers and posters and set up a booth. Consultant will engage with festival attendees to gather input on safety within the study areas and inform them of the SS4A program and the plan development process. Consultant will be present at one (1) event for up to four (4) hours.

Task 6.4 – Digital Outreach

Consultant will perform the following:

- Coordinate with Client to develop a dedicated public-facing webpage for the Comprehensive Safety Action Plan.
- Develop an online interactive mapping tool that can be used for stakeholder engagement and hosted on the Client's public-facing website. Consultant anticipates results from the Safety Analysis, including establishment of the High-Injury Network, will be included in this online interactive mapping tool.
- Develop an online dashboard that summarizes the Comprehensive Safety Action Plan and can be updated in the future as Client maintains and updates crash data and safety analysis.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

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

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed

upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Management	\$36,370
Task 2 Safety Analysis	\$97,400
Task 3 Equity Analysis	\$23,010
Task 4 Development of Recommendations	\$62,720
Task 5 Reporting and Documentation	\$79,400
Task 6 Stakeholder Engagement	\$109,400
 Total Lump Sum Fee	 \$408,400

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

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

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

____ Please email all invoices to _____

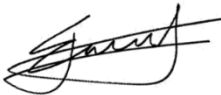
____ Please copy _____

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

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Leonardo Espelet, P.E.
Vice President



Terrance Q. Hill, P.E.
Project Manager

CITY OF MT. JULIET, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this ~~or any other~~ agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within ~~44~~ 21 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. ~~If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees. In the event of any litigation or disputes regarding this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all costs at all trial and appellate levels and in any mediation.~~
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Engineer shall not be responsible for claims, damages, losses,

~~and expenses arising out of or resulting from unauthorized use, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.~~ Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of ~~substantial failure to cure within a ten-day timeframe of notification of default~~ by the other party to perform in accordance with the terms hereof, ~~or upon thirty days' written notice for the convenience of the terminating party.~~ Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination. As of the effective date of termination, Kimley-Horn shall deliver all deliverables, work-product, reports, data, etc., whether in electronic or hardcopy format, to Client.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) ~~**LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.~~
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. ~~Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.~~
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. ~~The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn.~~ The parties shall not assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either

party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- 20) **Insurance.** Kimley-Horn shall secure and maintain insurance that will protect Kimley-Horn from claims of negligence, bodily injury, death, property damage, or errors/omissions that may arise ~~from services performed under this Agreement~~ from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warrant, express or implied, of Kimley-Horn's officers, directors, employees, agents, and subconsultants performed under this Agreement. Kimley-Horn shall provide certificates of insurance to Client indicating the name of the insurance companies and naming the Client as an additional insured on Kimley-Horn's liability policy for claims arising out of any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warrant of Kimley-Horn's or its sub-consultant's operations or made by Kimley-Horn's or sub-consultant's employees, agents, guests, customers, invitees or sub-consultants/subcontractors. Kimley-Horn must verify its liability insurance policy is primary in the event of a covered claim or cause of action against Client. Insurance coverage shall not be altered or cancelled without ten (10) days prior written notice to the Client.
- 21) **Venue/Jurisdiction.** The venue of any action deemed necessary by either party hereto and in construction, interpretation or enforcement of this Agreement shall be a court of competent jurisdiction in Wilson County, Tennessee.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0676
13.C.

Agenda Date: 6/10/2024

Agenda #:

Title:

A RESOLUTION CALLING FOR AN ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE OFFICE OF THE EXPIRING TERM OF MAYOR AND COMMISSIONERS FOR DISTRICT ONE, DISTRICT THREE EACH WITH A FOUR YEAR-TERM.

RESOLUTION - _____

A RESOLUTION CALLING FOR AN ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE OFFICE OF THE EXPIRING TERM OF MAYOR AND COMMISSIONERS FOR DISTRICT ONE, DISTRICT THREE EACH WITH A FOUR YEAR-TERM.

WHEREAS, the terms of office of Mayor and Commissioners for the City of Mt. Juliet for District One and District Three will each be expiring in November 2024 pursuant to the provisions of TCA 6-20-105, the Board of Commissioners has authority to call for an election to fill these respective offices, and;

WHEREAS, Tuesday, November 5, 2024 is a scheduled election date already set by the Wilson County Election Commission,

WHEREAS, the map on file with the Wilson County Property Assessor's office is the official map of the City of Mt. Juliet.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF MT. JULIET, WILSON COUNTY, TENNESSEE AS FOLLOWS:

Pursuant to the provision of TCA 6-20-105 the Mt. Juliet Board of Commissioners calls for an election to be held on Tuesday, November 5, 2024 to fill the expiring terms of Mayor and Commissioners of the City of Mt. Juliet District One and District Three each office for a four-year term and the map on file with the Wilson County Property Assessor's office is the official map of the City of Mt. Juliet.

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

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

PASSED: _____

Mayor James Maness

ATTEST:

Kenneth D. Martin, City Manager

Sheila S. Luckett, 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 #: 0681
13.D.

Agenda Date: 6/10/2024

Agenda #:

Title:

**A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENTS BY AND BETWEEN THE
CITY OF MT. JULIET AND THE ARCHITECT WORKSHOP AND THE PARENT COMPANY FOR
ENGINEERING AND PAVING SERVICES**

08 May 2024

Deputy Chief Tyler Chandler

Mt. Juliet Police Department | P.O. Box 322, Mt. Juliet, TN 37121

email: tchandler@mtjuliet-tn.gov

City of Mt. Juliet

Police Department Parking Lot Expansion

ARCHITECT'S ADDITIONAL SERVICES

Deputy Chief Chandler,

As we have discussed, the addition of parking to the newly acquired property will adjust our current scope of work and services. In accordance with our current Owner Architect Agreement AIA Document B101 dated 12th November 2020, Article 4.2.2.1, we are requesting modifications to our professional services fees due to the change in scope and services.

Our consultants for Civil and Landscape have developed proposals based on the attached sketch for the additional parking lot. The Parent Company has projected the work will be in the rough order of cost of \$550,000 to \$500,000. In addition to the time to incorporate the parking lot and landscaping, the revision will also require the civil engineer to revise not only their drawings, but the drainage calculations, and resubmit for review to the agencies, for their approvals.

This additional fee request is for a lump sum of **\$31,750** for the documentation, resubmittal, and construction administration of the new parking lot.

If the attached is acceptable, please sign and return for our records, and we look forward to this new amenity for the city and police department being incorporated.

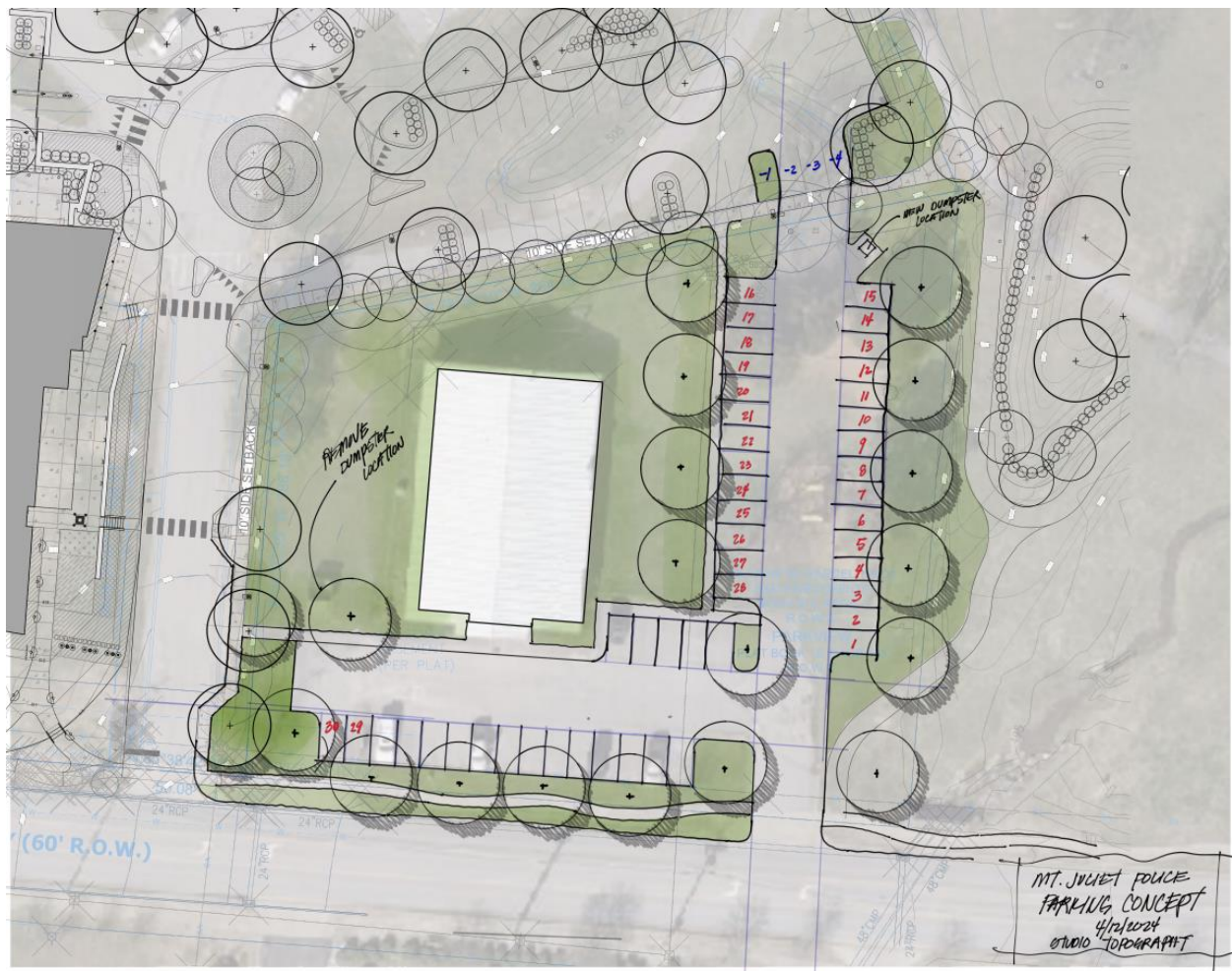
Sincerely,



J.E. Kennon, Jr., AIA, LEED ap
Principal Architect
architect WORKSHOP

City of Mt. Juliet Representative
Owner's Approval of Architect's Additional Services

date





MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Approval of Additional Services and Parking Lot Addition for PD/Parks Building Site

- 1) Who: Mt. Juliet Police Department & Parks Department
- 2) What: Approval of Additional Services with Architect Workshop and The Parent Co (Contractor) contracts to add repave and add a parking lot to the newly purchased City Park building (former daycare).
- 3) When: Design services now, Construction work aligned with PD parking lot construction and paving.
- 4) Where: Newly Purchased City Park Building (former Daycare)
- 5) Why: The new parking lot would add 30 additional parking spots to the overall site plan, shared between the new Police Department, the former Police Department building, and the newly acquired City Park building. Additionally, it would put more parking closer to the Farmer's Market activities. Coordinating this project with the ongoing construction and parking lot of the police department will help save costs since personnel and equipment will be onsite and ready.
- 6) Costs: These amounts are already included in the upcoming FY 24/25 budget:
\$31,750 for design, engineering, documentation, submittal, and construction administration.
\$550,000 (max) for construction costs.
\$581,750 Total
- 7) Line Item: This funding is budgeted in the FY 24/25 budget.

Staff Recommendation: Chief Michael Mullins, Parks Director Rocky Lee, and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Dep. Chief Tyler Chandler

RESOLUTION 2024-##

A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENTS BY AND BETWEEN THE CITY OF MT. JULIET AND THE ARCHITECT WORKSHOP AND THE PARENT COMPANY FOR ENGINEERING AND PAVING SERVICES

WHEREAS, The City of Mt. Juliet Board of Commissioners approved contracts with the Architect Workshop and The Parent Company, Inc. for construction management services related to the new Police Department Headquarters; and

WHEREAS, the City recently purchased the property at 1025 Charlie Daniels Parkway located between the Police Headquarters and Charlie Daniels Park; and

WHEREAS, there is a financial benefit in designing and paving a parking area on the newly purchased land in conjunction with the construction of the new Police Headquarters; and

WHEREAS, the new parking lot would add 30 additional parking spaces to the overall site plan; and

WHEREAS, The Architect Workshop has submitted a quote for additional design services for \$31,750; and

WHEREAS, The Parent Company estimates a change order for construction costs not to exceed \$550,000 for the paving services related to the parking lot; and

WHEREAS, the additional costs have been included in the upcoming fiscal year 2025 budget; and

WHEREAS, The Board of Commissioners desires to accept the change orders and approve the amendment to the agreements.

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

Section 1. That the City Manager is hereby authorized to execute an amendment to the agreement by and between the City of Mt. Juliet and Architect Workshop for design services related to a parking lot located at 1025 Charlie Daniels Parkway. The City Manager is also authorized to execute a change order from The Parent Company for paving services not to exceed \$550,000.

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

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

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

FIRST READING:

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Luckett, MMC
City Recorder

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0682
13.E.

Agenda Date: 6/10/2024

Agenda #:

Title:

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



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Surplus Vehicles to be Auctioned

- 1) Who: Mt. Juliet Police Department
- 2) What: Request declaration of surplus police vehicles to be auctioned.
- 3) When: Immediately
- 4) Where: MJPD
- 5) Why: The department has 5 surplus, stripped vehicles with high mileage and continued maintenance costs that must be auctioned. All proceeds from the auctioned vehicles are requested to be placed back into the police department's vehicle purchasing line item to purchase any needed replacement vehicle.
- 6) Costs: No cost to auction
- 7) Line Item: 42100-944 Vehicles

List of Vehicles:

14	124,584	2014	Dodge	Charger	2C3CDXAG0EH362617
33	137,583	2011	Ford	Interceptor	2FABP7BV8BX168601
44	128,741	2012	Dodge	Charger	2C3CDXAG4CH282931
60	101,495	2013	Dodge	Charger	2C3CDXAG0DH721589
62	125,855	2013	Dodge	Charger	2C3CDXAG9DH721588

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

Prepared by: Dep. Chief Tyler Chandler

Unit 14:



Unit 33:



Unit 44:



Unit 60:



Unit 62:



RESOLUTION ____-2024

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

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

WHEREAS, the property is identified as follows:

2014	Dodge	Charger	2C3CDXAG0EH362617
2011	Ford	Interceptor	2FABP7BV8BX168601
2012	Dodge	Charger	2C3CDXAG4CH282931
2013	Dodge	Charger	2C3CDXAG0DH721589
2013	Dodge	Charger	2C3CDXAG9DH721588

WHEREAS, all vehicles have high mileage and continued maintenance issues and;

WHEREAS, for safety and fiscal responsibility the vehicles are deemed to have no further use to the City.

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 listed on the Auction site GovDeals for sale to the highest bidder.
3. The City Finance Director is empowered to execute the documents required to affect this resolution.
4. In the event of no bids, the property may be sold as scrap or discarded as trash.

FIRST READING:

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Luckett, MMC
City Recorder

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0670
14.A.

Agenda Date: 6/10/2024

Agenda #:

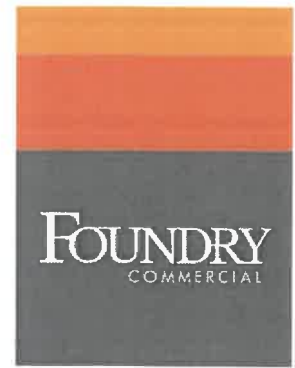
Title:

A RESOLUTION TO APPROVE THE PURCHASE AND SALE AGREEMENT OF THE PROPERTY LOCATED AT 6485 CENTRAL PIKE, MT. JULIET, TN. LOCATED AT MAP 97, PARCEL 19.0, FOR SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100, (\$725,000.00) AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT AND CLOSE ON THE PROPERTY.

CNL Center II at City Commons
420 S. Orange Ave., Suite 950
Orlando, FL 32801

TEL (407) 540-7700

foundrycommercial.com



May 7, 2024

Kenny Martin
City Manager – Mount Juliet, TN

Via Email: kmartin@mtjuliet-tn.com

**Re: Letter of Intent to sell the property located at 6485 Central Pike, Mount Juliet, TN
consisting of parcel ID # 095097 01900**

Dear Kenny

Thank you so much for your email/offer on the above property. Following are basic terms that the Tennessee Western Kentucky Conference of the United Methodist Church (Seller) may consider regarding a sale of the property referenced above.

PURCHASE PRICE: Seven hundred and twenty five thousand dollars (\$725,000)
cash to Seller at closing.

EARNEST MONEY DEPOSIT: Twenty thousand dollars (\$20,000) to be placed in escrow
amount of WESTCOTT LAW PLLC, WILLIAMSON COUNTY
ESCROW AND TITLE, INC. within three (3) days of a fully
executed Purchase and Sale Agreement. Earnest Money
Deposit will be fully refundable during the Due Diligence
Period.

DUE DILIGENCE PERIOD:

Buyer shall have a sixty (60) day Due Diligence Period from the effective date of a fully executed Purchase and Sale Agreement to conduct any inspections and investigations that it wishes, including but not limited to environmental inspections, financing, surveys, zoning and HVAC/roof/electrical/plumbing inspections. In the event the inspections and investigations are not satisfactory for any reason in Buyer's sole discretion, Buyer shall notify Seller and the Escrow Agent shall return the Escrow Deposit to Buyer within five (5) days, and all parties shall be discharged of further liability under the contract and the contract will be considered null and void. All costs associated with Buyer's inspections and investigations will be at Buyer's sole expense, including the cost of a survey. Seller will provide Buyer one 30 day extension for the sole purpose of finalizing BOC approval.

"AS IS" CONDITION:

Buyer acknowledges that Seller is selling, and Buyer shall accept, the Property in an "AS-IS, WHERE-IS" condition without any representation or warranty whatsoever by Seller relating to the buildings, land, or any mechanical systems. Buyer acknowledges that it is a sophisticated real estate Buyer who shall have had, as of the Closing Date, open access to, and sufficient time to review, all information, documents, studies and test relating to the Property that Buyer elects to conduct. Buyer covenants and warrants to Seller that Buyer shall rely solely on Buyer's own due diligence investigation in determining to purchase the Property.

PERSONAL PROPERTY:

Personal property is not included. However, any items of personal property that remain will be considered "as is" and abandoned and will have zero value. Seller makes no guarantees, warranties, or representations of any kind regarding the existence, condition, or usability of said personal property which will remain in the building at closing.

CLOSING DATE:

Within fifteen (15) days of the expiration of the Due Diligence Period. Title will be delivered at closing via a special warranty deed.

CLOSING COSTS:

Buyer and Seller will pay their own closing costs based on what is standard in the Wilson market. WESTCOTT LAW PLLC WILLIAMSON COUNTY ESCROW AND TITLE, INC. will handle the closing.

BROKER:

All parties agree that Foundry Commercial LLC is the agent for the Seller and Buyer is unrepresented in this potential transaction.

This is intended as a Letter of Intent only and is merely for the purpose of outlining terms that may be acceptable to each party. This letter should not be construed as an offer, acceptance or contract and is not intended to be binding on either party hereto and neither party shall be legally obligated to the other party in connection with any of the matters contained herein if or until such time as a Purchase and Sale Agreement has been executed and delivered by both parties.

This Letter of Intent shall expire at 5:00 P.M. CST on May 10, 2024.

Please call me if you have any questions.

Best Regards,
FOUNDRY COMMERCIAL, LLC

A handwritten signature in blue ink, appearing to read "H. D. Messier", with a long horizontal line extending to the right.

Matthew D. Messier, SIOR, CCIM
Principal

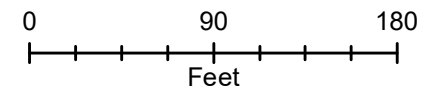
Exhibit A - 6485 Central Pike



CITY OF MT. JULIET, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: May 10, 2024



COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

City of Mount Juliet ("Buyer") agrees to buy and the undersigned seller Tennessee Western Kentucky Conference of the United Methodist Church ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:

6485 Central Pike

(Address) Mount Juliet (City), Tennessee, 37122 (Zip), as recorded in Wilson County Register of Deeds Office, J2 deed book(s), 62-63 page(s), and/or instrument no. and as further described as:

Parcel ID # 095097 01900

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement ("Purchase and Sale Agreement" or "Agreement") by reference.

2. **Purchase Price.** The total purchase price for the Property shall be

Seven hundred and twenty five thousand dollars U.S. Dollars, (\$ 725,000) ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within ³ business days after the Binding Agreement Date, the sum of \$ 20,000 with WESTCOTT LAW PLLC, WILLIAMSON COUNTY ESCROW AND TITLE, INC. ("Holder") located at 109 Westpark Dr, Brentwood, TN 37027 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a subsequent written agreement signed by Buyer and Seller; or
- (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

B. Disputes Regarding Earnest Money/Trust Money. In the event Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

4. **Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have 60 days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within N/A days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. **Title.**

- A. **Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- (1) Liens for ad valorem taxes not yet due and payable.
- (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such title:
 - (a) as is classified as "marketable" under the laws of Tennessee; and
 - (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

- B. **Title Issues and Objections.** Buyer shall have 30 days after the Binding Agreement Date to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 30 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. **Closing.**

- A. **Closing Date.** This transaction shall be consummated on See Addendum 1, (the "Closing Date") or at such other time the parties may agree upon in writing.

B. **Closing Agency for Buyer & Contact Information:**

Bennett & Pressley

Closing Agency for Seller & Contact Information:

Buerger, Moseley & Carson, PLC

C. Possession. Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the rights of tenants in possession and the Permitted Exceptions.

7. Seller's Obligations at Closing. At Closing, Seller shall deliver to Buyer:

(a) a Closing Statement;

(b) deed (mark the appropriate deed below)

☐ General Warranty Deed

☒ Special Warranty Deed

☐ Quit Claim Deed

☐ Other: _____

(c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

(d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents").

8. Conditions to Closing.

The following Closing contingencies must be completed by Buyer on or before June 30, 2024:

(a) Approval from City of Mt. Juliet Board of Commissioners.

(b) Approval from City of Mt. Juliet Planning Commission.

(c) Approval by the City Attorney.

(d) Buyer's sole discretion as to whether the Property is suitable for Buyer's use.

9. Costs.

A. Seller's Costs. Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; all applicable deed recording fees; the fees of Seller's counsel and, if checked, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.*

B. Buyer's Costs. Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property (including any intangibles tax, recording fees for deed of conveyance and deed of trust and cost of recording Buyer's loan documents.)

C. Additional Costs. In addition to the costs identified above, the following costs shall be paid by the parties hereto as indicated below:

Item to be Paid

Paid by Seller

Paid by Buyer

Survey

☐

☒

Title Examination

☐

☒

Premium for Standard Owner's Title Insurance Policy

☐

☒

Other: _____

☐

☐

Other: _____

☐

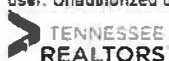
☐

Other: _____

☐

☐

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10. **Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date *[Select only those that apply to this transaction; the items not checked do not apply to this Agreement]*:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Utilities | <input type="checkbox"/> Service Contracts | <input type="checkbox"/> Tenant Improvement Costs |
| <input type="checkbox"/> Rents | <input type="checkbox"/> Leasing Commissions | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Other: _____ |

11. **Representations and Warranties.**

A. **Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

B. **Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

12. **Agency and Brokerage.**

A. **Agency.**

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- (2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in his/her company.
- (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.
- (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

B. **Agency Disclosure.**

- (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):
 - ☒ the Designated Agent for the Seller,
 - ☐ the agent for the Seller,
 - ☐ a Facilitator for the Seller, OR
 - ☐ a dual agent.
- (2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):

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- ☐ the Designated Agent for the Buyer,
- ☐ the agent for the Buyer,
- ☐ a Facilitator for the Buyer, OR
- ☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

(4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Seller Initials _____ Buyer Initials _____

C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing

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materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

- 14. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. Other Provisions.

- A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.
- B. Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of _____ after the date of Closing.
- C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- D. Time of Essence.** Time is of the essence in this Agreement.
- E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. **In the event a performance deadline**, other than the Closing Date (as defined in herein), Day of Possession (as defined herein), and Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).
- F. Responsibility to cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.
- G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of

notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Remedies. In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. Equal Opportunity. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. Termination by Buyer. In the event that Buyer legally and properly invokes his right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

16. Exhibited and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☐ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Documents
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☐ Exhibit "D" Seller's Warranties and Representations

17. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

"The following Special Stipulations, if conflicting with any preceding paragraph except for Paragraph 8,
"Conditions to Closing," shall control: See Addendum 1."

☒ (Mark box if additional pages are attached.)

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349 **18. Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy
350 transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and
351 may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and
352 initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital
353 signature as defined by the applicable State or Federal Law.

354 **19. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
355 countered or accepted by 5 o'clock ☐ a.m./ ☒ p.m. local time on the 27th day of May,
356 2024.

357 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have any
358 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
359 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

360 **NOTE:** Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this
361 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
362 received a copy of this Agreement.

363 Buyer hereby makes this offer.

364
365 **BUYER**

366 **By:** _____

367 **Title:** _____

368 **Entity:** _____

369 _____ at _____ o'clock ☐ am/ ☐ pm

370 **Offer Date**

371
372 **BUYER**

373 **By:** _____

374 **Title:** _____

375 **Entity:** _____

376 _____ at _____ o'clock ☐ am/ ☐ pm

377 **Offer Date**

378 Seller hereby:

- 379 ☐ **ACCEPTS** – accepts this offer.
380 ☐ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
381 ☐ **REJECTS** this offer and makes no counter offer.

382
383 **SELLER**

384 **By:** _____

385 **Title:** _____

386 **Entity:** _____

387 _____ at _____ o'clock ☐ am/ ☐ pm

388 **Date**

389
390 **SELLER**

391 **By:** _____

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392 **Title:** _____
393 **Entity:** _____
394 _____ at _____ o'clock ☐ am/ ☐ pm
395 **Date** _____
396

397 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
398 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
399 received by _____ on _____ at _____ o'clock ☐ am/ ☐ pm

For Information Purposes Only:

Foundry Commercial Listing Company	_____	Selling Company	_____
Matthew Messier Independent Licensee	_____	Independent Licensee	_____
matt.messier@foundrycommercial.com Licensee Email	_____	Licensee Email	_____
321-662-7403 Licensee Cellphone No.	_____	Licensee Cellphone No.	_____

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CF401 – Commercial Purchase and Sale Agreement, Page 9 of 9

Version 01/01/2022

**ADDENDUM TO THE
COMMERCIAL PURCHASE AND SALE AGREEMENT**
ADDENDUM 1

Property Address: 6485 Central Pike, Mount Juliet, TN 37122

Buyer: City of Mount Juliet

Seller: Tennessee Western Kentucky Conference of the United Methodist Church

This ADDENDUM TO THE COMMERCIAL PURCHASE AND SALE AGREEMENT (hereinafter "Addendum"), between the undersigned Seller and Buyer is entered into and is effective as of the Offer Date provided in the Commercial Purchase and Sale Agreement for the purpose of changing, deleting, supplementing or adding terms to said Commercial Purchase and Sale Agreement. In consideration of mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. The following is added to the end of Section 4:

"Due Diligence" shall mean conducting any inspections and investigations that Buyer wishes, including but not limited to feasibility studies, environmental, soil borings, financing, appraisal, title objections, surveys and zoning restrictions and approvals at sole cost to Buyer. In the event Buyer's inspections and investigations are not satisfactory for any reason in Buyer's sole discretion, and Buyer so notifies Seller and Holder prior to the expiration of the Due Diligence Period, Holder shall return the Earnest Money Deposit to Buyer within five (5) days of said notification, and all parties shall be discharged of further liability under the executed Purchase and Sale Agreement and the executed Purchase and Sale Agreement will be considered null and void."

B. Lines 61 & 69 - Section 5.A is deleted in its entirety and replaced with the following:

"Buyer acknowledges that Seller is selling, and Buyer shall accept the Property in an "AS-IS, WHERE-IS" condition without any representation or warranty whatsoever by Seller relating to the land. Buyer acknowledges that he/she/it is a sophisticated real estate Buyer who shall have had, as of the Closing Date, open access to, and sufficient time to review, all information, documents, studies and test relating to the Property that Buyer elects to conduct. Buyer covenants and warrants to Seller that Buyer shall rely solely on Buyer's own due diligence investigation in determining to purchase the Property."

C. Line 70 should be changed to "Within three (3) days after the Binding Agreement Date, Seller shall order a title examination from Williamson County Escrow and Title, Inc ("Title Company") (collectively the "Title Examination") and obtain a title policy at standard rates on an American Land Title Association Owner's Policy ("Title Policy"). Buyer shall have thirty (30) days after the Binding Agreement Date to furnish Seller with..."

D. Seller will provide Buyer one (1) extension to the Due Diligence Period for a period of thirty (30) days, as outlined in Paragraph 4 for the sole purpose of finalizing BOC approval. If Buyer decides to extend the Due Diligence Period, Buyer shall provide written notice to Seller no less than fifteen (15) days prior to the end of the Due Diligence Period.

E. Buyer acknowledges that Seller is selling, and Buyer shall accept, the Property in an "AS-IS, WHERE-IS" condition.

F. Closing date is within fifteen (15) days of the expiration of the Due Diligence Period.

G. Personal property is not included. However, any items of personal property that remain will be considered "as is" and abandoned and will have zero value. Seller makes no guarantees, warranties, or representations of any kind regarding the existence, condition, or usability of said personal property which will remain in the building at closing.

This Commercial Addendum is made a part of the Commercial Agreement as if quoted therein verbatim. Should the terms of this Commercial Addendum conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to or simultaneous to the execution of this Commercial Addendum, the terms of this Commercial Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale Agreement shall remain in full force and effect.

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

SELLER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

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RESOLUTION - 2024

A RESOLUTION TO APPROVE THE PURCHASE AND SALE AGREEMENT OF THE PROPERTY LOCATED AT 6485 CENTRAL PIKE, MT. JULIET, TN. LOCATED AT MAP 97, PARCEL 19.0, FOR SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100, (\$725,000.00) AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT AND CLOSE ON THE PROPERTY.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to purchase the property located at 6485 Central Pike, Map 97, Parcel 19.0; and

WHEREAS, the current owners are the Tennessee Western Kentucky Conference of the United Methodist Church; and

WHEREAS, the property is being purchased due to the Central Pike Interchange and Pleasant Grove Road Widening Projects.

WHEREAS, the purchase price shall be **Seven Hundred and Twenty-five Thousand and No/100 Dollars (\$725,000.00)** (the "Purchase Price"). The balance of the Purchase Price shall be payable by Buyer to Seller at closing by wire transfer of funds subject to applicable adjustments and prorations.

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

- The City of Mt. Juliet Board of Commissioners authorizes and approves the Purchase of property located at 6825 Central Pike Map 97, Parcel 19.0 for the purchase price of \$725,000.00.
- The City Manager is authorized to execute the purchase of property located at 6825 Central Pike, Mt. Juliet, TN located in Wilson County, Tennessee.

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

If any section, clause, 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:

ATTEST:

James Maness, Mayor

Sheila S. Lockett, MMC
City Recorder

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney

RESOLUTION __-2024

Executive Summary

- The property: This property is located at 6485 Central Pike and recently became for sale. Due to the significant impacts that the Central Pike Interchange and the Pleasant Grove Road widening projects will have on this property, it is recommended that the City purchase the property. This would alleviate even more significant impacts in the future if this property were to redevelop prior to the road projects beginning.
- Contract: The PSA is attached for your review. The City obtained an appraisal and the appraisal amount was \$700,000. After negotiation with the property owner, the proposed purchase price is \$725,000.
- Funding: The funding is available in the budgeted ROW funds from the capital projects budget.
- Official act: This resolution is to provide formal support of the PSA for this property.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0673
14.B.

Agenda Date: 6/10/2024

Agenda #:

Title:

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO HAVE A PURCHASE AGREEMENT PREPARED TO PURCHASE APPROXIMATELY 4.31 ACRES OF COMMERCIAL PROPERTY BEING MAP 072I GROUP A, PARCELS 022.00, 019.00, 018.00 AND 017.00 FOR \$4 MILLION DOLLARS LOCATED AT THE CORNER OF N. MT. JULIET ROAD AND E. CALDWELL STREET

COMMERCIAL RESTRICTED APPRAISAL REPORT

OF: Commercial Land Located at;
N Mt Juliet RD and E Caldwell Street
Mt Juliet, Tn 37122
Wilson County Tax Map 0721 Gouup A Parcels
022.00, 019.00, 018.00 and 017.00

PREPARED FOR:

The City of Mt Juliet

PREPARED BY:

Thomas Wendell Ethridge
CERTIFIED GENERAL APPRAISER TN-407



May 3, 2024

GREAT AMERICAN LLC

411 Drifting Circle
Lebanon, TN 37087
615-604-1263
twe@greatamericantn.com


GREAT AMERICAN, LLC
THOMAS WENDELL ETHRIDGE, DBA

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed.

In this appraisal, one approaches to value was displayed. Each approach has been considered separately and comparatively with each other.

Value Indications

The Land AS If Vacant, No cost to cure is applied since the current use is a interim use.

The Land.....	\$4,740,000
Cost Approach.	Not Displayed
Income Approach	Not Displayed

t

Cost Approach

The cost approach is considered and discounted and is not considered necessary to the assignment.

Income Approach

The income approach is a reliable indicator of value for income producing properties and is considered not supportive and is discounted.

Sales Comparison Approach

The sales comparison approach is displayed and given credibility and considered supportive of the final value, due to data available.

Prospective Market Value:

The opinion of Market Value of the subject property "AS IS" condition:

Based on the data and analyses developed in this appraisal, we have reconciled to a value estimate of \$4,740,000.00 subject to the Limiting Conditions and Assumptions of this appraisal.

Resolution - 2024

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE THE PURCHASE PRICE OF APPROXIMATELY 4.31 ACRES OF COMMERCIAL PROPERTY BEING MAP 072I GROUP A, PARCELS 022.00, 019.00, 018.00 AND 017.00 FOR \$4 MILLION DOLLARS LOCATED AT THE CORNER OF N. MT. JULIET ROAD AND E. CALDWELL STREET

WHEREAS, the City of Mt. Juliet Board of Commissioners desire to purchase the property located at N. Mt. Juliet Road and E. Caldwell Street; and

WHEREAS, the appraisal for the approximately 4.31 acres is \$4,740,000.00 and the City Manager is authorized to negotiate a price not to exceed \$4,000,000.00 (\$4 Million Dollars) and return a contract to the BOC for approval.

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

- The City of Mt. Juliet Board of Commissioners authorizes the City Manager to negotiate a purchase price not to exceed \$ 4 Million Dollars and draft a contract to purchase approximately 4.31 acres of commercial property being Map 072I, Group A, Parcels 022.00, 019.00, 018.00, and 017.00 located at the corner of N. Mt. Juliet Road and E. Caldwell Street.

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

If any section, clause, 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:

ATTEST: _____

James Maness, Mayor

Sheila S. Lockett, MMC
City Recorder

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 #: 0699
14.C.

Agenda Date: 6/10/2024

Agenda #:

Title:

A RESOLUTION TO AMEND RESOLUTION 26-2024 PASSED ON APRIL 22, 2024 TO CHANGE THE MEMBER REQUIREMENTS TO MATCH THOSE THAT WERE MENTIONED AT THE MAY 7, 2024 BOARD OF COMMISSIONERS AND PARKS AND GREENWAYS JOINT WORKSESSION

RESOLUTION

A RESOLUTION TO AMEND RESOLUTION 26-2024 PASSED ON APRIL 22, 2024 TO CHANGE THE MEMBER REQUIREMENTS TO MATCH THOSE THAT WERE MENTIONED AT THE MAY 7, 2024 BOARD OF COMMISSIONERS AND PARKS AND GREENWAYS JOINT WORKSESSION

NOW THEREFORE BE IT RESOLVED BY THE Board of Commissioners of the City of Mt. Juliet, Wilson County Tennessee that the following needs have been identified by Elected Officials, Parks Administration and members of the Community:

To amend #2. To state:

1. A committee to chronicle and identify all needs (a branch of the Parks and Greenways Board. Consisting of eleven (11) people comprised of the following: One (1) city commissioner, one (1) person from the Parks and Greenways Board, one (1) person from the Chamber of Commerce, one (1) member from the BPAC – Bicycle Pedestrian Advisory Committee, two (2) business owners, and appointment from each member of the Board of Commissioners.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MT. JULIET, TENNESSEE:

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.

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

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

PASSED:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

City Manager, Kenny Martin

L. Gino Marchetti, Jr.
City Attorney