



City Commission Meeting Agenda

Tuesday, October 15, 2024 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

1. **Call to Order**
2. **Pledge of Allegiance / Invocation**
3. **Roll Call**
4. **Approval / Correction of Minutes from Prior Meetings**
 - A. Study Session - September 12, 2024
 - B. Regular Session - September 17, 2024
5. **Awards/Presentations/Appointments**
6. **Completion / Review of Unfinished Business from prior meeting**
 - A. Ordinance 2024-1126 - (Public Hearing/Final Reading) - An Ordinance to require 911 Locators be installed at New Residential Construction with New Residential Addresses.
 - B. Ordinance 2024-1127 - (Public Hearing/Final Reading) - An Ordinance accepting a portion of Magnolia Drive as a City street.
 - C. Ordinance 2024-1128 - (Public Hearing/Final Reading) - An Ordinance amending Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mount Pleasant Municipal Code, the same being the Zoning Ordinance for the City of Mount Pleasant, Tennessee, including the Municipal Zoning Map incorporated therein by rezoning a property from Highway Commercial (CH) to Light Industrial (IL). Approved Rezone - 16.30 Acres on North Main Street.
7. **Monthly report from Mayor**
8. **Monthly Financial / Budget report**
9. **Monthly report from City Manager**
10. **Special reports from other City Departments or Committees if applicable**
 - A. Wastewater Liaison Report - Barge Design Monthly Report
 - B. Mount Pleasant Gas System Report
11. **New Business**

(Comments from citizens may or may not be included, dependent on the issues.)

 - A. Resolution 2024-34 - A Resolution regarding the purchase of real property located at 115 Columbian Avenue and Appletree Street.
 - B. Resolution 2024-35 - A Resolution by the City of Mount Pleasant, Tennessee declaring certain Mount Pleasant Police Department and Mount Pleasant Fire Department Inventory as Surplus Property and Authorizing the sale of this Surplus Property.

C. Resolution 2024-36 - A Resolution authorizing the City to accept funds from the Tennessee Highway Safety Office Grant Program.

12. General comments from citizens (May be limited in time and/or number of comments.)

13. Board / Staff Comments / Adjournment



City Commission Meeting Study Session Minutes

Thursday, September 12, 2024 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

1. Call to Order

Mayor White called the meeting to order. He stated that items 1, 2, 3, and 4 will be done at the regular meeting on Tuesday then number 5.

Mrs. Alderson made a motion to suspend the rules and move 11. H and 11. A to number 5 for presentations. Resolution 2024-32 - The Street Plan Proposal to be at the beginning of the meeting agenda since we have a contractor Will Hager here to present and Ordinance 2024-1126 - The Locator 911 presentation by Dr. Mike Tyler. Mr. Davis seconded the motion. All were in favor. Motion passed.

2. Pledge of Allegiance

3. Roll Call

PRESENT

Mayor Bill White

Vice Mayor Jacqueline Grandberry

Commissioner Mike Davis

Commissioner Willie Alderson

ABSENT

Commissioner Pam Johnston

4. Approval/Correction of Minutes from Prior Meetings

A. Study Session - August 15, 2024

B. Regular Session - August 20, 2024

5. Completion/review of Unfinished Business from prior meeting

6. Awards/Presentations/Appointments

A. Resolution 2024-32 - A Resolution regarding Street Plan Proposal. Presentation by Will Hager, KCI.

Mr. Will Hager of KCI Technologies, Inc. gave a presentation on the proposal for the pavement and sidewalk conditions assessment and pavement management system proposal. He stated that basically this is a way to widely invest the funds dedicated to pavement maintenance and sidewalk maintenance and performance. These are significant projects and priorities for a community. What they are hoping to do is provide some value by giving some more defined direction on how to approach those needs.

See the City's website for his presentation with slides regarding their proposal.

Mr. Hager then asked the City Commission if they had any questions.

Mr. Grooms stated the cost is \$116,100.

Mrs. Jones stated the proposal is the contract.

Mrs. Alderson asked what if they need sidewalks somewhere would that be included in the proposal.

Mr. Hager stated the primary scope is to identify the existing sidewalks and rate their condition. Obviously, they can identify gaps as well as part of that, but this is really intended to be a conditions assessment to help them find and manage the program that they currently have.

Mr. Davis stated it is probably good thing we do this that way it is not people of the City making the decisions which streets need to be paved. It will be coming from somebody that knows what they are doing. He stated some of the City streets have curbs but what if while evaluating and they see a ditch that something needs to be done with the drainage there will they do that or is that something totally different? If you do go out and they do pave those streets what will that do with the runoff.

Mr. Hager stated really the intent of this proposal is to focus on those conditions in that assessment. Working with your City staff he is aware of some other stormwater models that are underway and probably close to being delivered. That is probably a better group to coordinate with for that. They would love to do it for them, but he thinks CEC has that history and local knowledge a bit better. He is expecting those repairs to not expand the footprint of the road so there shouldn't be any impact to stormwaters that would be significant. He stated they can mark in their notices contributing factors to the condition of the pavement.

There was some more discussion on this by the Commissioners.

Mrs. Grooms stated they will look at the current conditions of the streets from there and when they go to bid it out, and they will probably have a recommendation. Before they bid it out, they would work with CEC on what the drainage was meant to be. They will rank every one of our City streets from worse to best, probable cost to repave and stop gaps if you don't do anything. That gives us a plan to start next fiscal year to get the ground running next July, but they will have to evaluate what they can afford. He thinks this is a good road map for us to be able to allocate. He wants to be able to pave the street too.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

B. Ordinance 2024-1126 - An Ordinance regarding The Locator 911.

Ordinance 2024-1126 - The Locator 911 presentation by Dr. Mike Tyler. He stated he wanted to come back with a couple of things. There is four of them in the company. People say why would four guys in their stage of life want to do this. That is a good question. There is seven or eight years of emergency medical service in their company. He told a story of a response time delayed by 8 minutes and a child died while his mother was doing CPR on him. That is a motivational factor to try to get this light out and get it in people's hands. They are not asking for them to make everybody do this now that is not the purpose. The main issues right now are high density housing and new construction. He discussed this in further detail.

Mrs. Jones explained the ordinance for The Locator 911 in detail.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

C. Swearing in of new Police Officer - Matthew Cress

Mayor White stated Matthew Cress the new police officer will be sworn in.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

D. Proclamation for Hamilton Place

Mayor White stated he is not sure yet, but he would like to have a proclamation for Hamilton Place, they are hosting the Polk Ball Saturday night in Mount Pleasant.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

E. Mount Pleasant Housing Authority

Mayor White stated he would like to reappoint Lance Boyd who currently serves, and his term is expiring and Rodney Massey same there. Possibly by Tuesday they will have the third one who will be a resident of the Housing Authority, which is required by their bylaws and will be Carolyn Bennett.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

F. Mount Pleasant Beer Board

Mayor White stated on the Beer Board Chief Hay gave him the name of Jay Smith to replace the member, Bill Bryson, that was on there and moved away.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

G. Mount Pleasant Recreation Commission

Mayor White stated on the Mount Pleasant Recreation Committee will be Anna Arnold to replace Misty Grooms who resigned.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

7. Monthly report from Mayor

8. Monthly financial/budget report

9. Monthly report from City Manager

10. Special reports from other City Departments or Committees if applicable

- A. Wastewater Liaison Report
- B. Mount Pleasant Gas System Report
- C. Tennessee Gas Pipeline Co - Extension of Long-Term Service Agreements

Mr. Grooms stated this is a gas contract from our pipeline. Every five years we have to renew them. We have had the agreements since 1993 and if we don't renew them, it will cost us a lot more money.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

11. New Business

(Comments from citizens may or may not be included, dependent on the issues.)

- A. Ordinance 2024-1127 - An Ordinance regarding Magnolia Drive.

Mayor stated this dates back to 1989.

Mrs. Jones stated Brightland Homes the developer of Cottages of Bearwood have purchased property that is between Magnolia Drive, Canaan Road and Highway 243 North Main Street. During their purchase of that property they discovered that Magnolia Drive is included in the legal description for that property. She talked to the surveyor about that it looks like a mistake honestly, it doesn't make sense. They do not want to own Magnolia Drive, the City believes that we own Magnolia Drive we surfaced it, we found minutes from the Industrial Development Board from 1989 where the City noted in its minutes that we were going to build that road as part of the incentive package for the glass plant. We found a bid advertise where we bid out the pavement of this road. We found different parts of the minutes, but what we have not found is a right-of-way description transferring that property from the owner at that time to the City of Mount Pleasant. We have maintained the road, we built the road and we believe it is City property. Brightly Homes is asking us to officially accept it. That is the purpose of the ordinance that is in front of them. It would be to accept that portion of Magnolia Drive.

Mrs. Collier stated if this gets passed it will go to the Planning Commission for next month.

Mrs. Jones stated yes because it involves a City street which changes the zoning map, because the street map is part of the zoning map so it will have to go to the Planning Commission and recommended back to them.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

- B. Ordinance 2024-1128 - An Ordinance of recommendation to amending Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mount Pleasant Municipal Code, the same being the Zoning Ordinance for the City of Mount Pleasant, Tennessee, including the Municipal Zoning Map incorporated therein by rezoning a property from Highway Commercial (CH) to Light Industrial (IL).

Mayor White read the caption for this ordinance and stated it did pass at the Planning Commission meeting on Tuesday night.

Mrs. Jones discussed this ordinance and stated they did have the Planning Commission's work sheet that they used to state the reasons why they recommended the rezone to light industrial.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

- C. Resolution 2024-28 - Initial Resolution authorizing the issuance of general obligation bonds by the City of Mount Pleasant, Tennessee in a par amount not to exceed \$455,000 to finance the purchase of a vacuum truck and payment of the costs incident to the sale and issuance of the bonds.

Mayor White stated d. and e. are all the same he asked Shiprah to explain these two resolutions.

Mrs. Cox explained every time we do any kind of a bond closing, we will always have two resolutions. One is called the initial resolution just approving us to do a borrowing and the second one is actually authorizing the bond. This is for the vacuum truck; we have already received it. USDA funding was \$455,000 bond, \$50,000 grant. Once we do this closing we will be able to go ahead and make the payment. We have already approved it by resolution and these two are to close on the bond.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

- D. Resolution 2024-29 - A Resolution authorizing the issuance, sale and payment of general obligation bonds by the City of Mount Pleasant, Tennessee in a par amount not to exceed \$455,000; authorizing the issuance of bond anticipation notes prior to the issuance of the bonds; and authorizing the levy of taxes to pay the bonds and notes.

Included in with Item 11. d.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

- E. Resolution 2024-30 - 2025 TAP Grant Application

Mayor White stated this is for the continuation of the Downtown Revitalization Project, that will take us from the Grille to Bond Street and Blue Grass Avenue to General Session Courthouse over a 5-year period.

Mr. Grooms explained this resolution is regarding the TAP Grant application in more detail and explained the phases. If we are looking at a 5-to-8-year period, we might add another phase. That gives us time from 5-to-8-years to really find that 20% match and make sure. So go on and do the next phase from Blue Grass down to the courthouse.

Mrs. Collier stated it has always been the intent when we got the TAP Grant there would be Phase I and several other phases. She and Phillip learned in talking with the State is they use to want fund a lot of small projects, and now they have changed it to where they would rather have less large projects.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

- F. Resolution 2024-31 - A Resolution authorizing the City of Mount Pleasant, Tennessee, to participate in Public Entity Partners "Safety Partners" Matching Grant Program.

Mayor stated this is for boots.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

- G. Resolution 2024-33 - A Resolution to accept the Ownership and Maintenance of Sewer Line Improvements located at 1427 North Main Street.

Mayor White stated this is where we required Landmark to increase the size of the sewer line going up through there.

Mr. Grooms stated basically this is an expansion, we have been waiting on TDEC approval. So, getting rid of the line that they took out of service and adding this back into our system.

Mr. Brooks and Mrs. Jones explained some further details.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

- H. Tax Write Offs

Mrs. Cox stated these are 2013 write offs.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

- I. RFQ 2024 IPG Planning Grant / Zone Meters / Sewer Flow

Mr. Grooms stated we sent out qualifications, the grant is two-fold it is for wastewater which we recommend Barge Design and for the zone meters we are recommending CEC, Ricky Oakley.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

J. STBG Allocate 2024 Funds

Mrs. Cox stated for the past 3 or 4 years when the passed the 5,000 population mark the State gave a block grant to the City the first year they just sent the funds over and now we have had to allocate them every year. So, every year around this time we go through this process. We don't know the amount of the grant yet, how much we are going to get, but we will get something. The 2023 amount was \$143,000 and we allocated that towards the Downtown Project. The 2024 funds we are going to go ahead and allocate that toward the Downtown Project as well. Then starting the year after in 2025 the plan is to start allocating these funds towards the Phase II. You have to use them for certain things, and we can only use them this for federal and state type projects that they approve so we can't use it on stuff that is already funded with City funds or taxpayer dollars like property taxes. So, this seems to be the best thing to use it for, so we don't lose them.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda. No action taken.

12. General comments from citizens (May be limited in time and/or number of comments.)

There were no comments from any citizens.

13. Board/Staff Comments/Adjournment

There were no other comments.

Mayor White made a motion to adjourn, seconded by Mrs. Alderson. All were in favor. Motion passed.



City Commission Meeting Minutes

Tuesday, September 17, 2024 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

1. Call to Order

Mayor White called the meeting to order.

2. Pledge of Allegiance and Prayer

Mrs. Alderson led the pledge of allegiance. Mrs. Johnston gave the invocation.

3. Roll Call

Those in attendance were:

PRESENT

Mayor Bill White

Vice Mayor Jacqueline Grandberry

Commissioner Pam Johnston

Commissioner Mike Davis

Commissioner Willie Alderson

4. Approval/Correction of Minutes from Prior Meetings

Motion made by Commissioner Alderson, Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

A. Study Session - August 15, 2024

Mayor White stated there were two sets of minutes the Study Session from August 15, 2024, and the regular session from August 20, 2024, which are in their packet. He asked for a motion.

Commissioner Davis had one comment it was on the Memorandum of Understanding for Kate. When he made that discussion and that's all it says in the minutes is discussion. He didn't make an offer he just put that out there at \$60,000. He stated he probably should have paid closer attention but he didn't but someone brought it to his attention and he just wanted to make it clear that when he said the \$62,000 it was said this Memorandum of Understanding is a lot less than that and it wasn't it's about \$61,800 and if you add the next month to it you could add about another \$4,000 to \$5,000 to it. Neither one of them is not no big deal, but he just wants the citizens to know that what he said wasn't a lot more than what they offered her.

Commissioner Alderson made a motion to approve the Study Session minutes from August 15, 2024 and the Regular Session from August 20, 2024. Commissioner Johnston seconded the motion. All other Commissioners were in favor. Motion passed.

B. Regular Session - August 20, 2024

Commissioner Alderson made a motion to approve the Study Session minutes from August 15, 2024, and the Regular Session from August 20, 2024. Commissioner Johnston seconded the motion. All other Commissioners were in favor. Motion passed.

5. Awards/Presentations/Appointments

A. Swearing in of new Police Officer - Matthew Cress

Mayor White asked Matthew Cress to come forward with Michael for the swearing in. He stated we are proud to have him.

Mrs. Cox preceded to swear Officer Cress in.

B. Mount Pleasant Beer Board

Mayor White stated Michael Hay has made a recommendation that they add Jay Smith who is a longtime resident here and a property owner as well as a business owner to the Beer Board to replace Bill Bryson who moved away and resigned.

Motion made by Commissioner Davis to appoint Jay Smith to the Beer Board to finish Bill Bryson's term, seconded by Commissioner Alderson.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

C. Mount Pleasant Housing Authority

Mayor White stated they have 3 letters of recommendation. First one is to reappoint for another term is Lance Boyd and he would serve the next five years. Next would be to reappoint Rodney Massey who has already been on the board and his term will run to October 2029 as well. The new member would be replacing Linda Fitzgerald who has asked to resign, and the Housing Board has asked that we appoint Carolyn Bennett to finish out Mrs. Fitzgerald's term. She is a resident of the Housing Authority which is a requirement of their bylaws to have one resident be a member.

Motion made by Commissioner Johnston to approve all three Housing Board appointments at once, Seconded by Commissioner Davis.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

D. Mount Pleasant Recreation Commission

Mayor White asked to appointment Anna Arnold a local resident and a schoolteacher with a couple of kids. She has a real interest.

Motion made by Commissioner Alderson appoint Anna Arnold to finish the term of Misty Grooms who resigned last month, seconded by Commissioner Davis.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

6. Completion/review of Unfinished Business from prior meeting

There was no unfinished business.

7. Monthly report from Mayor

Mayor White announced some upcoming events include on September 28th and 29th we have a Home Tour there are fifteen homes and the Post Office and other places. All of the proceeds from that go to Main Street which is our Visit Mount Pleasant, Tennessee. He hears they are having one heck of a purchase of the tickets already. On the night of September 28th is Music on the Porch at 7:00 pm at Jerry and Melinda Sands home at 401 Hay Long Avenue. There will be food trucks on site and Box of Rocks will be the entertainment and they started right here across the street. October 13th we will have our Bicentennial Celebration, and it will be at Manor Hall since we have downtown torn apart. There will be a band, it will be in the afternoon, and it will be from 3:00 pm to 5:00 pm. Please everyone that can attend be there. We have requested the Governor, and he has confirmed he will be here. November 2nd from 10:00 am to 12:00 pm we will have the Polar Express that will be held at the library. November 30th at the Library will be Christmas at the Library. The kids zone will start at 4:00 pm. Music will go until 8:00 pm. There will be food trucks across the street. The dance studio down the street that Cedric's wife owns will be part of the entertainment as well as the elementary school choir. December 9th at 6:00 pm is the Christmas parade which will start on Tiger Trail.

Commissioner Johnston stated there will also be a Presentation of Colors before Music on the Porch which starts at 6:15 at Jerry Sands house.

Commissioner Grandberry stated they are also having a pancake breakfast for the kids again before the parade.

8. Monthly financial/budget report

Mrs. Cox presented the monthly financial and budget report.

Commissioner Grandberry stated she had requested this two years ago after attending an MTAS class. Especially getting away from the violation of privacy by getting away from the post cards and having utility bills in a sealed envelope.

For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Davis to accept the monthly financial and budget report, seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

9. Monthly report from City Manager

Mr. Grooms stated we have been concentrating on our unaccounted for water loss. He read a report from Dale with these stats regarding this. He stated he and Shiprah are just forecasting revenues for next year and the Commission wanted to put out front is the street maintenance program plan and opening July 1 allocation of budget we are hitting the ground running. He stated Arrow Mines that he had been talking about every month he hopes to have something from the Parks and Rec next month on the construction plans and designs. The last thing is since this is Kate's last official meeting we have planned October 4th at 101 Hay Long Avenue to have a reception for her at 11:00 pm to 4:00 pm to send her off into retirement. He will send out an update when it gets closer.

For more details refer to the audio video recording attached to the agenda.

10. Special reports from other City Departments or Committees if applicable

A. Wastewater Liaison Report - Barge Design Sewer Update

Mr. Grooms gave an update on the highlights that were in their packets.

For more details refer to the audio video recording attached to the agenda.

B. Mount Pleasant Gas System Report

See the discussion for this under the next item Tennessee Gas Pipeline Co. - Extension of Long-Term Service Agreements.

For more details refer to the audio video recording attached to the agenda.

C. Tennessee Gas Pipeline Co. - Extension of Long-Term Service Agreements

Mr. Grooms stated in their packets there are 3 agreements that every 5 years they need to be updated and basically the way he understands it this is a grandfather clause and it's the delivery of our natural gas from East Tennessee. If we don't agree with those and everything changes it may be way more expensive.

Mayor White stated they have been our supplier for years.

For more details refer to the audio video recording attached to the agenda.

Motion made by Vice Mayor Grandberry to pass the gas system agreements as presented, seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

Motion made by Vice Mayor Grandberry, Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

11. New Business

(Comments from citizens may or may not be included, dependent on the issues.)

A. Ordinance 2024-1126 - An Ordinance to require 911 Locators be installed at New Residential Construction with New Residential Addresses.

Mrs. Jones stated the purpose of this ordinance is to require the Locator 911 be installed at new residential construction with new residential addresses like the caption says. The Locator 911 is a smart LED light bulb that is used to replace the existing front porch light bulb or light that is most visible from the road. When 911 is called the bulb converts into a strobing beacon that changes color from red to blue to white and identifies the exact location that 911 was called from. Dr. Tyler gave a presentation at the Study Session, and he is here today to answer any questions. The purpose of this ordinance is to add this as a requirement. If the City believes that this is necessary to enhance the safety of its citizens, then you as the Commissioners can require the installation of the Locator 911 using the police power given to you under your Charter.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Davis in favor of Ordinance 2024-1126 for the safety of our City and citizens, seconded by Vice Mayor Grandberry.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Davis, Commissioner Alderson

Voting Nay: Commissioner Johnston

B. Ordinance 2024-1127 - An Ordinance accepting a portion of Magnolia Drive as a City street.

Mrs. Jones stated Brightland Homes the developer of Cottages of Bearwood has purchased property between Magnolia Drive and Canaan Road. During the purchase of this property it

was discovered that Magnolia Drive is included in the legal description of the property that Brightland Homes purchased. They do not want to own this road and the City believes that we built this road, and we have maintained it and policed it since its construction in 1989. The purpose of this ordinance is to formally accept ownership and maintenance of a portion of Magnolia Drive that crosses the Brightland Homes property. It consists of approximately 17,435 linear feet and is running in a southwestern direction from Canaan Road.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Alderson to accept Ordinance 2024-1127, seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

- C. Ordinance 2024-1128 - An Ordinance amending Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mount Pleasant Municipal Code, the same being the Zoning Ordinance for the City of Mount Pleasant, Tennessee, including the Municipal Zoning Map incorporated therein by rezoning a property from Highway Commercial (CH) to Light Industrial (IL).

Mrs. Jones stated the purpose of this ordinance is to rezone approximately 16.30 acres on North Main Street from Highway Commercial (CH) to Light Industrial (IL). The Planning had a public hearing on this proposed rezone and made a recommendation to this Commission to rezone it. The Planning Commission found that this location would support the zoning of Light Industrial because it was in an industrial area, and it would not have adverse effects on the adjoining landowners. The Planning Commission passed a resolution that includes their specific findings of fact and that resolution, and their specific findings are on a worksheet included in your packets and are included as an exhibit to this document.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Johnston to approve Ordinance 2024-1128 as presented with the comments that Mr. Davis discussed, seconded by Commissioner Alderson.

Voting Yea: Mayor White, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

Voting Abstaining: Vice Mayor Grandberry

- D. Resolution 2024-28 - Initial Resolution authorizing the issuance of general obligation bonds by the City of Mount Pleasant, Tennessee in a par amount not to exceed \$455,000 to finance the purchase of a vacuum truck and payment of the costs incident to the sale and issuance of the bonds.

Mrs. Cox stated they did a resolution in the last fiscal year to go ahead and order the vacuum truck if we did not it would take almost 8 to 10 months to produce so we did the resolution to order the vac truck. It was delivered last month. It has been in use, they are using it every day.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Alderson to accept Resolution 2024-28 as presented, seconded by Commissioner Davis.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

- E. Resolution 2024-29 - A Resolution authorizing the issuance, sale and payment of general obligation bonds by the City of Mount Pleasant, Tennessee in a par amount not to exceed \$455,000; authorizing the issuance of bond anticipation notes prior to the issuance of the bonds; and authorizing the levy of taxes to pay the bonds and notes.

Mayor White stated this is directly related to what they just passed it is just saying that we will pay it.

Mrs. Cox stated one is the initial resolution and the other is the actual resolution. She does not why the TCA requires two resolutions to say the exact same thing, but the initial resolution give us the authority to do what we are doing. Every time we do a borrowing, you will always see 2 resolutions.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Davis to accept Resolution 2024-29 as presented, seconded by Commissioner Alderson.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

- F. Resolution 2024-30 - A Resolution authorizing the City of Mount Pleasant, Tennessee, to apply for Tennessee Department of Transportation Alternatives Program (TAP) Funds 2025.

Mr. Grooms stated this is for us to apply only for the next stage of the Downtown Project. There is a 5-to-8-year timeline, so instead of doing one phase we asked if we could continue down to Bond Street, back to Glass Street and up. Also, add another phase from the red light down to General Sessions Courthouse. One thing that does from our prospective is it gives us from the 5-to 8-year time frame it gives us time to plan for the funding the 20% match of the 80% grant.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Johnston to approve Resolution 2024-30 as presented, seconded by Commissioner Alderson.

Voting Yea: Mayor White, Commissioner Johnston, Commissioner Alderson

Voting Nay: Commissioner Davis

Voting Abstaining: Vice Mayor Grandberry

- G. Resolution 2024-31 - A Resolution authorizing the City of Mount Pleasant, Tennessee, to participate in Public Entity Partners "Safety Partners" Matching Grant Program.

Mr. Grooms stated this resolution we apply for every year. This one is for boots for utility workers, and it is for \$2,000 and a match to that.

Motion made by Commissioner Alderson to approve Resolution 2024-31 as presented, seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

- H. Resolution 2024-32 - A Resolution of the City of Mount Pleasant, Tennessee to authorize the City to enter into a Professional Services Agreement with KCI Technologies, Inc. to complete a Comprehensive Survey of the City's Pavement Systems.

Mrs. Jones stated the purpose of this resolution is to authorize the City to enter into a Professional Service Agreement with KCI to conduct a Comprehensive Survey of the City's

Pavement Systems. Will Hager gave a presentation on this at the Study Session. K... will provide a conditions assessment of the existing sidewalks and streets and provide data and information to help you determine which streets and sidewalks to improve. The total cost of the Professional Service is \$116,100. This does not include the actual improvements to any streets or sidewalks it is just the survey.

Commissioners and Staff discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Johnston to approve Resolution 2024-32 as presented, seconded by Commissioner Alderson.

Voting Yea: Mayor White, Commissioner Johnston, Commissioner Alderson

Voting Nay: Vice Mayor Grandberry, Commissioner Davis

I. Resolution 2024-33 - A Resolution to accept the Ownership and Maintenance of Sewer Line Improvements located at 1427 North Main Street.

Mrs. Jones stated when Landmark originally came here, they were required to build a sewer line that would go to their property. When they did their expansion, they covered up that sewer line and no longer needed it, but it was part of the City's initial negotiation to have the sewer along the front so that we could connect to it one day. They have built a new sewer line, and the purpose of this resolution is for the Commission to accept ownership of that sewer line. We have the as built drawings of the sewer line, we have TDEC approval of the sewer, we have a bond in place, so you will be accepting the ownership and the maintenance subject to the bond. The bond is for 2 years.

Mrs. Collier stated Landmark stated Landmark paid for the entire sewer line, the City did not pay for any of it.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Davis to in favor of Resolution 2024-33 as presented, seconded by Vice Mayor Grandberry.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

J. Tax Write Offs for 2013

Mrs. Cox stated this is not the confidential copy it cannot be attached to the public agenda. The Commissioner's did receive paper copies. Every tenth year has to be written off. It is \$5,835.00. We cannot collect after ten years. These are already taxes that were turned over to the Clerk and Master's office years ago. You usually now see a tax write off twice a year once a year in the spring when we turn it over to the Clerk and Master and then when the books are closed, she has to write off the tenth year.

Mrs. Jones stated she thinks 2013 was the first year that Mount Pleasant filed a delinquent tax lawsuit.

Motion made by Commissioner Alderson to accept the Tax Write Offs for 2013, seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

K. RFQ 2024 IPG Planning Grant / Zone Meters / Sewer Flow

Mr. Grooms stated this is a request for qualifications. This is the planning grant we received about \$200,000 is dedicated to sewer for the water model, the other \$200,000 is for water for the zone meters. There will be 8 zone meters. With that being said we are proposing that Barge Design be accepted for the wastewater and sewer and CEC for the water.

Motion made by Commissioner Johnston to accept RFQ 2024 IPG Planning Grant, seconded by Commissioner Davis.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

L. STBG Allocate 2024 Funds

Mrs. Cox stated this is the third or fourth year of getting it after we passed \$5,000 in population the State gives you a block grant that can only be used for certain types of projects that relate to federal and state roads. It is not something that we can allocate towards our local streets, like those we have issues on have to be done with property taxes. STBG funds we are requesting they be allocated towards the downtown project like we have in the past to finish out the rest of this project. If there are any remaining funds at the end of it, we would have to bring it back to you. We can only use it for things that are on State routes so that limits us on using it towards our internal streets.

Mr. Davis asked if they could be used on sidewalks?

Mrs. Cox stated she would have to get with the grant consultant about that. They have been very specific on what they can be used for. Right now, we are using the funding we received in 2023 has been appropriated towards lights and traffic mobilization for this project. Because this is such a big item in the grant, we are able to use some of this as our matching amount.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Alderson to apply for STBG Allocate 2024 Funds, Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

12. General comments from citizens (May be limited in time and/or number of comments.)

Mrs. Barabara Richardson, 207 Columbian Avenue stated she is here with concerns about the water bill and utility bills. She has the property, and she is thinking about putting units on that property. She knows there is a process for doing that with permits and everything. Over the years utility bills have been so expensive she doesn't want to put units up and the tenants can't afford to make the payments. She wants to know why the utilities are so high here in Mt. Pleasant and they are not that expensive in Columbia.

Mrs. Jones explained how the Citizens Comments are handled. They are not supposed to be a time for them to interact with the citizen. She stated she did a good job stating her concerns and she may be able to talk to one of them after the meeting is over.

Mayor White thanked her.

13. Board/Staff Comments/Adjournment

Mayor White asked if there were any comments from the Board or Staff?

Commissioner Grandberry stated she still has the question of what is in the building on Boswell since there are trucks and people working in them.

Mr. Grooms stated Mr. Brooks has some information on it.

Mr. Brooks stated they did pull a permit for basically a new roof and to renovate the office building and he put exterior siding on the existing warehouse to replace the old metal. It is not structural. He is able to do that. What he is planning to do is lease part of the space out for individuals to come in and store stuff or maybe have a business.

Commissioners discussed. For more details refer to the audio video recording attached to the agenda.

Motion made by Commissioner Alderson to adjourn, Seconded by Commissioner Davis.
Voting Yea: Mayor White, Vice Mayor Grandberry, Commissioner Johnston, Commissioner Davis, Commissioner Alderson

ORDINANCE NO. 2024-1126

AN ORDINANCE TO REQUIRE 911 LOCATORS BE INSTALLED AT NEW RESIDENTIAL CONSTRUCTION WITH NEW RESIDENTIAL ADDRESSES

WHEREAS, In the United States, over 240 million calls are made annually to 911 for help. That means that over 240 million responses are made by Fire, EMS, Police, or a combination of all three. Unfortunately, many of these responses are met with problems when the address of the residence or location is not adequately marked for responders to find it quickly during an emergency. This is especially true in new developments and high-density or multifamily locations; and,

WHEREAS, the Locator 911 is a double patented smart LED light bulb that is used to replace existing front porch light bulb of light that is most visible from the road. When 911 is called, the bulb converts to a strobing beacon that changes color from red to blue to white and identifies the exact location that 911 was called from; and,

WHEREAS, a written proposal for the Locator 911 is attached hereto and incorporated herein as **Exhibit A**; and;

WHEREAS, the City’s Charter, codified in Tenn. Code Ann. § 6-19-101 authorizes the City to “define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, business, occupations, callings, trades, uses of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience, or welfare of the inhabitants of the city, and to exercise general police powers.; and,

WHEREAS, the City of Mount Pleasant may exercise its police power to protect the public safety, health, morals, and welfare of the citizens of the City of Mount Pleasant; and,

WHEREAS, considering the new construction in Mount Pleasant, the Commission believes that requiring 911 Locators to be installed at new residential construction with new residential addresses enhances public safety and is in the best interest of the City of Mount Pleasant; and,

WHEREAS, accordingly, it is appropriate to revise, update and modify the Municipal Code of the City of Mount Pleasant to require that the Locator 911 be installed at new residential construction with new residential addresses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT PLEASANT, TENNESSEE AS FOLLOWS:

Section 1: That Title 7 of the Mount Pleasant Municipal Code is hereby amended by adding a new Chapter 7, Locator 911 as follows:

7-701. Locator 911 Applicability. The provisions of this section shall apply to all the territory within the jurisdiction of the City of Mount Pleasant and areas outside of the City’s jurisdiction where the City provides fire, EMS, or police services.

7-702. Locator 911 Requirement. A Locator 911 shall be installed at all new residential construction with new residential addresses.

Section 2. This ordinance shall take effect from and after its final passage the public welfare requiring it.

Section 3: If any one or more of the provisions of this ordinance, or any exhibit or attachment thereof, shall be held in valid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this ordinance, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 5: This ordinance shall take effect upon final passage.

Approved and adopted this _____ day of _____, 2024.

WILLIAM F. WHITE, JR. MAYOR

ATTEST:

SHIPRAH COX, RECORDER

LEGAL FORM APPROVED:

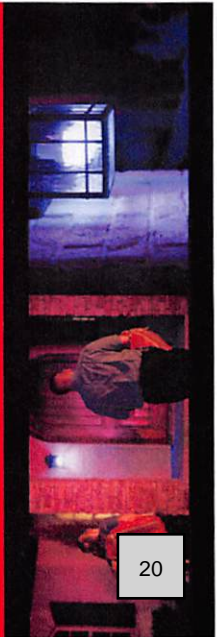
KORI BELDSOE JONES, ATTORNEY



Rated 10-Year Life
8 hours of Use per Day
365 Days per Year
Unconditional Return
guarantee for damaged
or faulty product or
performance.

DESCRIPTION:

The Locator911 is a Smart LED light bulb -- use it to replace your front porch light bulb, or light most visible from the road. The bulb is a regular light until activated!



Ordering Information at

Mt. Pleasant, Columbia, Summertown &
Crossroads Fire Dept.

Email:

help@thelocator911.com

For more information or to
order, Visit Our Website:

www.thelocator911.com



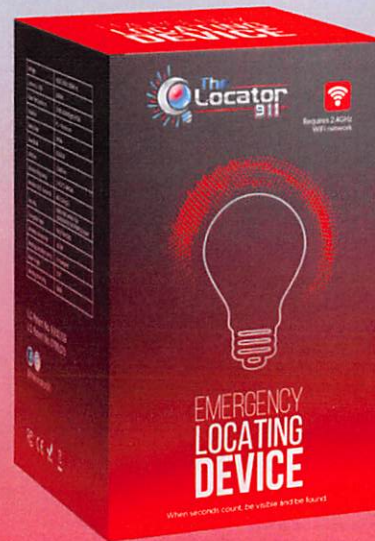
**Get Your Bulb from
an organization near you and
help them raise funds!**



**When seconds count ...
be SURE THEY CAN FIND YOU!**

Now, Americans have the ability & the choice to "BE FOUND FAST"!

Contact Columbia, Mt. Pleasant or Summertown fire departments
and ask for The Locator911! Also available at:
www.thelocator911.com



SEE THE BULB IN ACTION!

<https://www.facebook.com/thelocator911/videos/485186969956107>



Kentucky



Tennessee



Oklahoma



Kansas

Missouri

Missing street signs, Section 6, Item A.
mailboxes without numbers,
brand new streets (not on GPS),
bad weather, darkness
-- all can SLOW DOWN
911 responders
-- **when you need them the most!**

**ACTIVATE The Locator911
Freedom Bulb:**

- When You Call 911 for POLICE for crimes or threats
- When You Call 911 EMS for serious health emergency or illness
- When You Call 911 FIRE OR AMBULANCE for adults or children in fires or serious accidents.
- AND in other suggested ways, provided by our growing legion of happy Locator911 customers!

**Hear a strange,
unusual sound outside?**

**Click the bulb &
WATCH THEM RUN!**

ORDINANCE NO. 2024-1127

AN ORDINANCE ACCEPTING A PORTION OF MAGNOLIA DRIVE AS A CITY STREET

WHEREAS, Brightland Homes of Tennessee, LLC (“Brightland Homes”) has requested the City of Mount Pleasant accept ownership and maintenance of **a portion of Magnolia Drive** that crosses Brightland Homes’ property (Deed Book R3010, Page 216, Register’s Office of Maury County).

WHEREAS, upon information and belief, the City constructed and paved Magnolia Drive, has maintained and policed Magnolia Drive and that Magnolia Drive has been used for public use since its construction in 1989; and,

WHEREAS, notwithstanding the above, this portion of Magnolia Drive is currently included in the legal description for the property owned by Brightland Homes and Brightland Homes desires to transfer the legal ownership of the portion of Magnolia Drive that crosses its property to the City; and,

WHEREAS, Brightland Homes has executed a deed transferring the portion of Magnolia Drive to the City, the same being attached hereto and incorporated herein as **Exhibit A**; and,

WHEREAS, the City of Mount Pleasant wishes to accept ownership and maintenance of the portion of Magnolia Drive identified in **Exhibit A**; and,

WHEREAS, the City of Mount Pleasant may locate, construct, or accept any street by ordinance or other measure if the proposal is first submitted to the planning commission for approval; and,

WHEREAS, the Mount Pleasant Municipal Planning Commission has reviewed and recommended the acceptance of this portion of Magnolia Drive (and modification to the Zoning Map) after public hearing on October 8, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. The City of Mount Pleasant does hereby accept the transfer of and ownership of said portion of Magnolia Drive as shown on **Exhibit A**.

Section 2. The City of Mount Pleasant does hereby accept the maintenance of said portion of Magnolia Drive as shown on **Exhibit A**.

Section 3. If any one or more of the provisions of this Ordinance, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Ordinance, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Ordinance shall take effect upon final passage.

Approved and adopted this ____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

Prepared By:

**Kori Bledsoe Jones
Attorney at Law
P.O. Box 1468
Columbia, TN 38402-1468**

WARRANTY DEED

For the consideration of the sum of \$10.00, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, **Brightland Homes of Tennessee, LLC**, a Delaware limited liability company registered to do business in the State of Tennessee, Grantor, which expression shall include successors and assigns, conveys unto **City of Mount Pleasant, Tennessee**, Grantee, which expression shall include successors and assigns, the following described property:

Located in the Seventh (7th) Civil District of Maury County, Tennessee, and more particularly described as follows:

A portion of land located in Maury County, Tennessee, being a portion of Tax Map 127, Parcel 025.00, the Brightland Homes of Tennessee, LLC property as recorded in Deed Book R3010, Page 216. Located south of US 43 (Bypass), west of Canaan Road, north of GCP Applied Technologies, Inc. and east of the remaining property of Burchell Properties, LLC.

Beginning at an existing ½" iron pin found with no cap (TN State Plane N:446,832.8, E:1,614,242.1), said point being the north east corner of GCP Applied Technologies, Inc. as recorded in Deed Book R2356, Page 656 and being the south east corner of the property described herein (Magnolia Drive); thence with the north line GCP Applied Technologies, Inc., NORTH 82° 29' 14" WEST a distance of 162.82' to a ½" iron pin found RLS #1847; thence with the same and with a curve turning to the left with an arc length of 193.94', with a radius of 368.36', with a chord bearing of SOUTH 82° 38' 12" WEST, with a chord length of 191.71' to a ½" iron pin found RLS #1857; thence with the same, SOUTH 67° 33' 13" WEST a distance of 808.75' to a fir/bent; thence with the remaining property of Burchell Properties, LLC, as recorded in Deed Book R2787, Page 1098, SOUTH 67° 33' 13" WEST a distance of 40.89' to an iron pin set; thence with the same, NORTH 23° 42' 19" WEST a distance of 55.01' to an iron pin

set; thence severing the property of Brightland Homes of Tennessee, LLC, as recorded in Deed Book R3010, Page 216, NORTH 67° 33' 13" EAST a distance of 882.46' to an iron pin set; thence with the same and with a curve turning to the right with an arc length of 206.54', with a radius of 395.00', with a chord bearing of NORTH 82° 31' 59" EAST, with a chord length of 204.19' to an iron pin set; thence with the same SOUTH 82° 29' 14" EAST a distance of 148.01' to a ; thence with the west margin of Canaan Road, SOUTH 05° 01' 27" WEST a distance of 67.06', which is the point of beginning, having an area of 70,425 square feet, 1.62 acres.

There are existing utilities within the property described herein.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by WES, Engineers and Surveyors, Job No. 24542 and under the direction of Allen B. O'Leary, Tennessee Registered Land Surveyor Number 1987. All iron pins set are ½" Rebar, with a plastic cap stamped "WES 1987". All deeds referenced above (Deed Book, Page) are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 26th day of September, 2024 – Allen B. O'Leary, RLS 1987 (WES Engineers & Surveyors).

Being a portion of the same property conveyed to Brightland Homes of Tennessee, LLC, by deed of record in Book R3010, Page 216, in the Register's Office of Maury County, Tennessee.

Being a portion of Tax Map 127, Parcel 25.00.

This deed has been prepared solely upon information furnished by the Grantor. There has been no examination of the title by the preparer who assumes no responsibility for the accuracy of the information shown herein.

To have and to hold said real estate unto Grantee together with all rights, titles, easements and appurtenances thereunto belonging, forever.

Grantor covenants with Grantee that they are lawfully seized and possessed of said real estate and that Grantor has a good and lawful right to convey the same, and

that it is unencumbered except as follows: current year's property taxes which will be prorated as of the date of this deed and assumed by Grantee; subject to a Right of Way Easement to Mt. Pleasant Power System of record in Book R2430, Page 1181 in the Maury County Register of Deeds; possibly subject to an Order of Condemnation of record in Book R2944, Page 392 in said Register's Office; and any other restrictions, applicable utility and drainage easements, building setback lines and any other matters of record.

Grantor further covenants to forever warrant and defend the title to said real estate unto Grantee against the lawful claims of all persons whomsoever.

In Witness Whereof, this conveyance has been executed on the 8th day of October, 2024.

Brightland Homes of Tennessee, LLC

By 
Andy Davidson
Land Development Project Manager

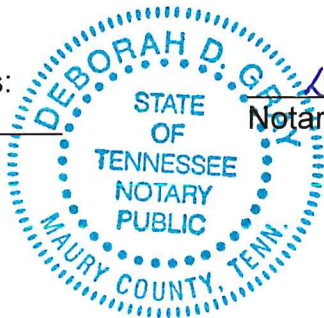
**State of Tennessee
County of Maury**


Personally appeared before me, the undersigned, Andy Davidson, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Land Development Project Manager of Brightland Homes of Tennessee, LLC and is authorized by Brightland Homes of Tennessee, LLC to execute this instrument on behalf of Brightland Homes of Tennessee, LLC.

Witness my hand, at office, this 8th day of October, 2024.

My commission expires:

4/26/2027




Notary Public

**State of Tennessee
County of Maury**

This transfer is exempt from the recordation tax because the transfer is to a municipality as defined in Tennessee Code Annotated § 67-4-409(13)(f)(1).

Philip Brown
Affiant

Sworn to and subscribed before me, this 8th day of October, 2024.

My commission expires

4/26/2027



Deborah D. Gray
Notary Public

New Property Owners:

Person(s) Responsible for Taxes:

City of Mount Pleasant, Tennessee
P.O. Box 426
Mt. Pleasant, TN 38474-0426

Same



Planning Commission Meeting Minutes

Tuesday, October 08, 2024 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

1. Call to Order

John Hunter called the meeting to order.

2. Pledge of Allegiance / Invocation

Jennifer Graham led the Pledge of Allegiance and Pam Johnston led the invocation.

3. Roll Call

A. John Hunter - *Chair*

Jennifer Graham - *Vice Chair*

Pam Johnston - *Secretary / City Commissioner*

Kris Irvin - *Member*

Cedric Hollis - *Member*

John Hunter - *Chair*

Jennifer Graham - *Vice Chair*

Pam Johnston - *Secretary / City Commissioner*

Kris Irvin - *Member*

Cedric Hollis - *Member* *Cedric Hollis was unable to attend.*

4. Approval / Correction of Minutes from Prior Meetings

Kris Irvin made a motion to approve the last meetings minutes and Jennifer Graham seconded.

A. Regular Session - September 10, 2024

5. Completion / Review of Unfinished Business from prior meeting

No unfinished business.

6. Special reports from other City Departments or Committees if applicable

No special reports.

7. New Business

(Comments from citizens may or may not be included, dependent on the issues.)

A. Applicant DTM Enterprise LLC has submitted a Final Plat located at 302 Locust Street to create 3 lots. The property is further identified on tax map 133J Group J Parcel 028.01 consisting of .275 acres.

Jennifer Graham made a motion to approve the Final Plat with the condition of establishing a maintenance easement. Kris Irvin seconded the motion.

- B. Resolution 2024-PC-04 for a recommendation to accept the transfer of and ownership of said portion of Magnolia Drive.

Kris Irvin made a motion to approve the Resolution 2024-PC-04 and Jennifer Graham seconded the motion.

8. General comments from citizens (May be limited in time and/or number of comments.)

No comments.

9. Board / Staff Comments / Adjournment

No Board or Staff comments.

Pam Johnston made a motion to adjourn, and Jennifer Graham seconded.

RESOLUTION 2024-PC-04

AN RESOLUTION ACCEPTING A PORTION OF MAGNOLIA DRIVE AS A CITY STREET

WHEREAS, Brightland Homes of Tennessee, LLC (“Brightland Homes”) has requested the City of Mount Pleasant accept ownership and maintenance of **a portion of Magnolia Drive** that crosses Brightland Homes’ property (Deed Book R3010, Page 216, Register’s Office of Maury County), consisting of approximately 17,435 square feet and running in a southwesterly direction from Canaan Road; and,

WHEREAS, upon information and belief, the City constructed and paved Magnolia Drive, has maintained and policed Magnolia Drive and that Magnolia Drive has been used for public use since its construction in 1989; and,

WHEREAS, notwithstanding the above, this portion of Magnolia Drive is currently included in the legal description for the property owned by Brightland Homes and Brightland Homes desires to transfer the legal ownership of the portion of Magnolia Drive that crosses its property to the City; and,

WHEREAS, Brightland Homes has executed a deed transferring the portion of Magnolia Drive to the City, the same being attached hereto and incorporated herein as **Exhibit A**; and,

WHEREAS, the City of Mount Pleasant wishes to accept ownership and maintenance of the portion of Magnolia Drive identified in **Exhibit A**; and,

WHEREAS, the City of Mount Pleasant may locate, construct, or accept any street by ordinance or other measure if the proposal is first submitted to the planning commission for approval; and,

WHEREAS, the Mount Pleasant Municipal Planning Commission has reviewed and recommended the acceptance of this portion of Magnolia Drive (and modification to the Zoning Map) after public hearing on October 8, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT MUNICIPAL PLANNING COMMISSION AS FOLLOWS:

Section 1. The City of Mount Pleasant Municipal Planning Commission has recommended to accept the transfer of and ownership of said portion of Magnolia Drive is in the best interest of the City of Mount Pleasant.

Section 2. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 3. This Resolution shall take effect upon final passage.

Approved this 8th day of October, 2024.

JOHN HUNTER, CHAIRMAN

ATTEST:

PAM JOHNSON, SECRETARY

LEGAL FORM APPROVED:

KORI BELDSOE JONES, ATTORNEY

ORDINANCE 2024-1128

AN ORDINANCE AMENDING TITLE 14, ZONING AND LAND USE CONTROL, CHAPTER 2, ZONING ORDINANCE, OF THE MOUNT PLEASANT MUNICIPAL CODE, THE SAME BEING THE ZONING ORDINANCE FOR THE CITY OF MOUNT PLEASANT, TENNESSEE, INCLUDING THE MUNICIPAL ZONING MAP INCORPORATED THEREIN BY REZONING A PROPERTY FROM **HIGHWAY COMMERCIAL (CH)** TO **LIGHT INDUSTRIAL (IL)**

APPROVED REZONE – 16.30 ACRES ON NORTH MAIN STREET

WHEREAS, Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mt. Pleasant Municipal Code (hereinafter referred to as the “Zoning Ordinance”) constitutes the comprehensive zoning ordinance for the City of Mount Pleasant, Tennessee, and incorporated therein is the Municipal Zoning Map; and

WHEREAS, The City Commission of Mount Pleasant, Tennessee has broad discretion to change or amend the Zoning Ordinance for the purpose of promoting the health, safety, prosperity, morals and general welfare of the City; and

WHEREAS, CBC Properties LLC, submitted an application to the Mount Pleasant Planning Commission staff on the behalf of the property owners Buchignani Susan, Elizabeth Morgan, Patricia Pullian, Emily Morgan Robertson, Robert Holloway, John E. Cain III requesting that said Zoning Ordinance be amended by rezoning **approximately 16.30 (17.40 /18.30) acres of property located on North Main Street identified as Tax Map 127, Parcel 14.06**, more fully described below and shown on Exhibit A attached hereto from **Highway Commercial (CH)** to **Light Industrial (IL)**.

WHEREAS, the application for rezoning came before the Mount Pleasant Planning Commission for public hearing on September 10, 2024. The property is currently zoned Highway Commercial (CH). Properties to the North are primarily Highway Commercial zoned CH. The property to the West is railroad right of way and to the West of the railroad right of way will be Highway Commercial zoned CH and Medium Density Residential zoned R2. The properties to the East are primarily Highway Commercial zoned CH; and,

WHEREAS, upon consideration of the foregoing, and a public hearing on September 10, 2024, the Mount Pleasant Planning Commission passed Resolution 2024-PC-04 and adopted the findings of fact contained therein and **recommended the requested rezoning for each portion of the property.** The Planning Commission Resolution is attached hereto as Exhibit B.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mount Pleasant Municipal Code, and the Municipal Zoning Maps incorporated therein and made a part hereof are hereby amended as applicable by rezoning **approximately 16.30 (17.40 /18.30) acres of property located on North Main Street identified as Tax Map 127, Parcel 14.06** and more fully described as follows, to-wit:

Tract No. 1: Situate in the Seventh (7th) Civil District of Maury County, Tennessee, and more particularly described as all of Lot 1-B of the J.A. Morgan Subdivision, containing 0.40 acres, as shown on plat of record in Plat Book 10, Page 261, Register’s Office of Maury County, Tennessee.

Tract No. 2: Located in the Seventh (7th) Civil District of Maury County, Tennessee and generally bounded on the North by L & N Railroad; on the South by U.S. Highway 43 and Bonnieview Subdivision recorded in Plat Book 5, Page 24, Register's Office of Maury County, Tennessee; and on the West by a 40 ft. alley. Being approximately 17.00 acres, more or less, located generally North of the Bonnieview Subdivision of record in Plat Book 5, Page 24, Register's Office of Maury County, Tennessee and South of the L & N Railroad.

Being the same property conveyed to Susan Elizabeth Morgan Buchignani and Margaret Emily Morgan Robertson, as equal tenants in common, by deed of record in Book R2308, Page 1497, in the Register's Office of Maury County, Tennessee.

Highway Commercial (CH) to Light Industrial (IL).

Said amendment shall be reflected on said zoning map from and after the effective date of this ordinance.

Section 2. The Board of Commissioners adopts the findings of the planning commission. Additionally, the Board of Commissioners makes the following findings:

- The proposed rezone is in agreement with the land use plan of the area because there are already industries in the area;
- There will not be adverse effect on adjoining landowners because an upgraded use of the property benefits the community;
- It does not benefit one person more than others;
- The area has not changed, but it has always supported light industrial use.

Section 3. If any one or more of the provisions of this Ordinance, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Ordinance, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Ordinance shall take effect upon final passage.

Approved and adopted this _____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

ZONING AMENDMENT WORKSHEET

The regulations imposed and the districts created by the Zoning Ordinance may be amended from time to time. This process for amending the Zoning Ordinance Text or the Zoning Map is intended to permit modifications in response to changed conditions or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

CONSIDERATIONS:

The zoning amendment for property located at North Main Street, further identified by Tax Map 127 Group ___ Parcel 14.06 and legally recorded in Plat Book R2308 Page(s) 1497 on file at Register of Deeds Office of Maury County is presented to the Planning Commission for review. Request from applicant/owner **Buchignani Susan Elizabeth Morgan, Patricia Pullian, Emily Morgan Robertson, Robert Holoway, John E Cain III** is for consideration to change the current zoning designation of (CH) Commercial Highway to that of (IL) Light Industrial.

This zoning amendment request should be considered based on evidence presented at the public hearing, and viewed as a singular stand-alone request. Consideration should not be given to prior rulings when making a decision.

The Planning Commission shall forward their recommendation to the Mount Pleasant City Commission along with their findings of fact listed below.

FINDINGS OF FACT FOR ZONING AMENDMENT:	
1. The amendment IS <input checked="" type="checkbox"/> /IS NOT <input type="checkbox"/>	in agreement with the Land Use plan for the area because:
<i>Prop could be either way its mainly industrial anyway Com + Light Industrial</i>	
2. There WILL <input type="checkbox"/> /WILL NOT <input checked="" type="checkbox"/>	be an adverse effect upon adjoining property owners because:
If there is an adverse effect on adjoining property owners, such effect CAN <input type="checkbox"/> /CANNOT <input checked="" type="checkbox"/> be justified by the overwhelming public good or welfare because:	
3. There IS <input type="checkbox"/> /IS NOT <input checked="" type="checkbox"/>	a property owner or small group of property owners that will benefit materially from the change to the detriment of the general public. <u>Reasons:</u>
<i>no calls for or against</i>	
4. The following conditions affecting the area HAVE <input type="checkbox"/> /HAVE NOT <input checked="" type="checkbox"/>	changed to a sufficient extent to warrant an amendment to the area's Land Use plan and subsequently, the zoning map:
<i>NONE - not a detriment to the general public</i>	
<i>Supports both causes either way</i>	

JH

The Planning Commission recommends that the zoning amendment be **APPROVED** **DISAPPROVED** Commission Member: _____

Date: 9.10.24

JG made motion CH 2nd

Keri's notes she added from the recording.

ZONING AMENDMENT WORKSHEET

The regulations imposed and the districts created by the Zoning Ordinance may be amended from time to time. This process for amending the Zoning Ordinance Text or the Zoning Map is intended to permit modifications in response to changed conditions or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

CONSIDERATIONS:

The zoning amendment for property located at North Main Street, further identified by Tax Map 127 Group ___ Parcel 14.06 and legally recorded in Plat Book R2308 Page(s) 1497 on file at Register of Deeds Office of Maury County is presented to the Planning Commission for review. Request from applicant/owner **Buchignani Susan Elizabeth Morgan, Patricia Pullian, Emily Morgan Robertson, Robert Holoway, John E Cain III** is for consideration to change the current zoning designation of (CH) **Commercial Highway** to that of (IL) **Light Industrial**.

This zoning amendment request should be considered based on evidence presented at the public hearing, and viewed as a singular stand-alone request. Consideration should not be given to prior rulings when making a decision.

The Planning Commission shall forward their recommendation to the Mount Pleasant City Commission along with their findings of fact listed below.

FINDINGS OF FACT FOR ZONING AMENDMENT:	
1. The amendment IS <input checked="" type="checkbox"/> /IS NOT <input type="checkbox"/>	in agreement with the Land Use plan for the area because:
2. There WILL <input type="checkbox"/> /WILL NOT <input checked="" type="checkbox"/>	be an adverse effect upon adjoining property owners because: If there is an adverse effect on adjoining property owners, such effect CAN <input type="checkbox"/> /CANNOT <input type="checkbox"/> be justified by the overwhelming public good or welfare because:
3. There IS <input type="checkbox"/> /IS NOT <input checked="" type="checkbox"/>	a property owner or small group of property owners that will benefit materially from the change to the detriment of the general public. <u>Reasons:</u>
4. The following conditions affecting the area HAVE <input type="checkbox"/> /HAVE NOT <input type="checkbox"/>	changed to a sufficient extent to warrant an amendment to the area's Land Use plan and subsequently, the zoning map:

The Planning Commission recommends that the zoning amendment be **APPROVED** **DISAPPROVED**
Commission Member: [Signature]
Date: 9/10/24

Exhibit B

Section 6, Item C.

ZONING AMENDMENT WORKSHEET

The regulations imposed and the districts created by the Zoning Ordinance may be amended from time to time. This process for amending the Zoning Ordinance Text or the Zoning Map is intended to permit modifications in response to changed conditions or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

CONSIDERATIONS:

The zoning amendment for property located at North Main Street, further identified by Tax Map **127** Group ___ Parcel **14.06** and legally recorded in Plat Book **R2308** Page(s) **1497** on file at Register of Deeds Office of Maury County is presented to the Planning Commission for review. Request from applicant/owner **Buchignani Susan Elizabeth Morgan, Patricia Pullian, Emily Morgan Robertson, Robert Holoway, John E Cain III** is for consideration to change the current zoning designation of **(CH) Commercial Highway** to that of **(IL) Light Industrial**.

This zoning amendment request should be considered based on evidence presented at the public hearing, and viewed as a singular stand-alone request. Consideration should not be given to prior rulings when making a decision.

The Planning Commission shall forward their recommendation to the Mount Pleasant City Commission along with their findings of fact listed below.

FINDINGS OF FACT FOR ZONING AMENDMENT:	
1.	The amendment IS <input checked="" type="checkbox"/> /IS NOT <input type="checkbox"/> in agreement with the Land Use plan for the area because:
2.	There WILL <input type="checkbox"/> /WILL NOT <input checked="" type="checkbox"/> be an adverse effect upon adjoining property owners because: If there is an adverse effect on adjoining property owners, such effect CAN <input type="checkbox"/> /CANNOT <input type="checkbox"/> be justified by the overwhelming public good or welfare because:
3.	There IS <input type="checkbox"/> /IS NOT <input checked="" type="checkbox"/> a property owner or small group of property owners that will benefit materially from the change to the detriment of the general public. <u>Reasons:</u>
4.	The following conditions affecting the area HAVE <input type="checkbox"/> /HAVE NOT <input checked="" type="checkbox"/> changed to a sufficient extent to warrant an amendment to the area's Land Use plan and subsequently, the zoning map:

The Planning Commission recommends that the zoning amendment be **APPROVED** _____
DISAPPROVED _____ Commission Member: _____

Date: _____

Exhibit B

ZONING AMENDMENT WORKSHEET

The regulations imposed and the districts created by the Zoning Ordinance may be amended from time to time. This process for amending the Zoning Ordinance Text or the Zoning Map is intended to permit modifications in response to changed conditions or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

CONSIDERATIONS:

The zoning amendment for property located at North Main Street, further identified by Tax Map 127 Group ___ Parcel 14.06 and legally recorded in Plat Book R2308 Page(s) 1497 on file at Register of Deeds Office of Maury County is presented to the Planning Commission for review. Request from applicant/owner **Buchignani Susan Elizabeth Morgan, Patricia Pullian, Emily Morgan Robertson, Robert Holoway, John E Cain III** is for consideration to change the current zoning designation of (CH) Commercial Highway to that of (IL) Light Industrial.

This zoning amendment request should be considered based on evidence presented at the public hearing, and viewed as a singular stand-alone request. Consideration should not be given to prior rulings when making a decision.

The Planning Commission shall forward their recommendation to the Mount Pleasant City Commission along with their findings of fact listed below.

FINDINGS OF FACT FOR ZONING AMENDMENT:	
1. The amendment IS <input checked="" type="checkbox"/> /IS NOT <input type="checkbox"/>	in agreement with the Land Use plan for the area because:
<i>both land issues & zoning are surrounding</i>	
2. There WILL <input type="checkbox"/> /WILL NOT <input checked="" type="checkbox"/>	be an adverse effect upon adjoining property owners because:
If there is an adverse effect on adjoining property owners, such effect CAN <input type="checkbox"/> /CANNOT <input checked="" type="checkbox"/> be justified by the overwhelming public good or welfare because:	
3. There IS <input type="checkbox"/> /IS NOT <input checked="" type="checkbox"/>	a property owner or small group of property owners that will benefit materially from the change to the detriment of the general public. <u>Reasons:</u>
<i>none appear</i>	
4. The following conditions affecting the area HAVE <input type="checkbox"/> /HAVE NOT <input type="checkbox"/>	changed to a sufficient extent to warrant an amendment to the area's Land Use plan and subsequently, the zoning map:
<i>Supports both causes</i>	

The Planning Commission recommends that the zoning amendment be **APPROVED** **DISAPPROVED** Commission Member: *[Signature]*
Date: *8.9.10.24*

ZONING AMENDMENT WORKSHEET

The regulations imposed and the districts created by the Zoning Ordinance may be amended from time to time. This process for amending the Zoning Ordinance Text or the Zoning Map is intended to permit modifications in response to changed conditions or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

CONSIDERATIONS:

The zoning amendment for property located at North Main Street, further identified by Tax Map 127 Group ___ Parcel 14.06 and legally recorded in Plat Book R2308 Page(s) 1497 on file at Register of Deeds Office of Maury County is presented to the Planning Commission for review. Request from applicant/owner **Buchignani Susan Elizabeth Morgan, Patricia Pullian, Emily Morgan Robertson, Robert Holoway, John E Cain III** is for consideration to change the current zoning designation of (CH) Commercial Highway to that of (IL) Light Industrial.

This zoning amendment request should be considered based on evidence presented at the public hearing, and viewed as a singular stand-alone request. Consideration should not be given to prior rulings when making a decision.

The Planning Commission shall forward their recommendation to the Mount Pleasant City Commission along with their findings of fact listed below.

FINDINGS OF FACT FOR ZONING AMENDMENT:	
1. The amendment IS <input checked="" type="checkbox"/> /IS NOT _____ in agreement with the Land Use plan for the area because:	<i>in an industrial area</i>
2. There WILL _____ /WILL NOT <input checked="" type="checkbox"/> be an adverse effect upon adjoining property owners because:	If there is an adverse effect on adjoining property owners, such effect CAN _____ /CANNOT _____ be justified by the overwhelming public good or welfare because: <i>received no calls for or against</i>
3. There IS _____ /IS NOT <input checked="" type="checkbox"/> a property owner or small group of property owners that will benefit materially from the change to the detriment of the general public. <u>Reasons:</u>	
4. The following conditions affecting the area HAVE _____ /HAVE NOT <input checked="" type="checkbox"/> changed to a sufficient extent to warrant an amendment to the area's Land Use plan and subsequently, the zoning map:	<i>supports both zones</i>

The Planning Commission recommends that the zoning amendment be **APPROVED** **DISAPPROVED** _____ Commission Member: _____

Date: 9-10-24
J.G.

RESOLUTION 2024-PC-04

AN RESOLUTION OF RECOMMENDATION TO AMENDING TITLE 14, ZONING AND LAND USE CONTROL, CHAPTER 2, ZONING ORDINANCE, OF THE MOUNT PLEASANT MUNICIPAL CODE, THE SAME BEING THE ZONING ORDINANCE FOR THE CITY OF MOUNT PLEASANT, TENNESSEE, INCLUDING THE MUNICIPAL ZONING MAP INCORPORATED THEREIN BY REZONING A PROPERTY FROM **HIGHWAY COMMERCIAL (CH) TO LIGHT INDUSTRIAL (IL)**

WHEREAS, Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mt. Pleasant Municipal Code (hereinafter referred to as the “Zoning Ordinance”) constitutes the comprehensive zoning ordinance for the City of Mount Pleasant, Tennessee, and incorporated therein is the Municipal Zoning Map; and

WHEREAS, The City Commission of Mount Pleasant, Tennessee has broad discretion to change or amend the Zoning Ordinance for the purpose of promoting the health, safety, prosperity, morals and general welfare of the City; and

WHEREAS, CBC Properties LLC, submitted an application to the Mount Pleasant Planning Commission staff on the behalf of the property owners **Buchignani Susan Elizabeth Morgan, Patricia Pullian, Emily Morgan Robertson, Robert Holloway, John E Cain III** requesting that said Zoning Ordinance be amended by rezoning **approximately 16.30 acres of property located on North Main Street identified as Tax Map 127, Parcel 14.06**, more fully described below and shown on Exhibit A attached hereto from **Highway Commercial (CH) to Light Industrial (IL)**.

WHEREAS, the application for rezoning came before the Mount Pleasant Planning Commission for public hearing on September 10, 2024. The property is currently zoned Highway Commercial (CH). Properties to the North are primarily Highway Commercial zoned CH. The property to the West is railroad right of way and to the West of the railroad right of way will be Highway Commercial zoned CH and Medium Density Residential zoned R2. The properties to the East are primarily Highway Commercial zoned CH; and,

WHEREAS, Mount Pleasant Planning Department staff comments are attached hereto and incorporated herein as **Exhibit A**; and,

WHEREAS, the Mount Pleasant Planning Commission adopts the considerations and Findings of Fact set forth in the Zoning Amendment Worksheet attached hereto as **Exhibit B**; and,

WHEREAS, upon consideration of the foregoing the Mount Pleasant Planning Commission **RECOMMENDS the requested rezoning of the property.**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

1. City of Mount Pleasant Municipal Planning Commission **RECOMMENDS** that the City of Mount Pleasant re-zone the property to (IL) Light Industrial as described in the body of this resolution.

2. Pursuant to Mount Pleasant Zoning Ordinance 4.7(C)(1), the planning commission in its review and recommendation make the specific findings set forth in **Exhibit B** as grounds for the amendment:

Approved and adopted this 10 day of September, 2024.



JOHN HUNTER, CHAIRMAN

ATTEST:

PAM JOHNSON, SECRETARY

LEGAL FORM APPROVED:

KORI BELDSOE JONES, ATTORNEY

PASSED ON: _____

Mount Pleasant Wastewater System Improvements Status Update 10/9/24

Rainey Street Sewer Improvements

- Funded solely by USDA.
- Scope includes construction of new pump station and force main across Sugar Creek.
- Completed project closeout.

Wastewater Treatment Plant Improvements

- Funded solely by USDA.
- Treatment Basin No. 1 rehabilitation almost fully complete.
- Major electrical gear installation and startup complete.
- Blower system installation and startup complete.
- MBR startup activities are anticipated to start next month.

Wastewater System Model

- Funded solely be the City.
- Capacity Analysis Tool (CAT) workshop with the City completed and sandbox deployed.
- CAT training workshops to be scheduled next month
- Model report draft with OPCC of CIP projects to be delivered next month.

Sewer Trunkline Rehabilitation

- Scope includes rehab of approximately 4,300 linear feet of sewer pipeline.
- Funded by CDBG (2018 Mount Pleasant CDBG) and USDA.
- Completed project closeout.
- Line to be inspected once new wastewater treatment plant influent pumps are operational.

RESOLUTION 2024-34

A RESOLUTION REGARDING THE PURCHASE OF REAL PROPERTY LOCATED AT 115 COLUMBIAN AVENUE AND APPLETREE STREET

WHEREAS, the City of Mount Pleasant, Tennessee has the authority to purchase real property; and,

WHEREAS, the City of Mount Pleasant, Tennessee believes it is in the best interest of the city to purchase a portion of the real property located at 115 Columbian Avenue, Mount Pleasant, Tennessee; and,

WHEREAS, a Contract for Sale of Real Estate signed by sellers Rose Ogilvie McClain and Audrey Yvonne Ogilvie is attached hereto and incorporated herein as **Exhibit A**; and,

WHEREAS, for reference the TDOT imagery of the entire property from Tennessee Property Viewer is attached hereto as **Exhibit B**; and,

WHEREAS, the Contract for Sale of Real Estate is specifically contingent upon the City of Mount Pleasant City commissioning a survey of the portion of the property to be purchased by the City, and the survey being satisfactory to both parties prior to closing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. The City of Mount Pleasant Board of Commissioners approves the Contract for Sale of Real Estate on the terms set forth on **Exhibit A**.

Section 2. And the City Manager, Phillip Grooms, is authorized to execute any and all documents necessary to purchase the property according to the terms set forth in **Exhibit A**, including approval of the survey.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect immediately.

Approved and adopted this ____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY

CONTRACT FOR SALE OF REAL ESTATE

This Agreement is between Rose Ogilvie McClain and Audrey Yvonne Ogilvie ("Seller") and City of Mt. Pleasant, Tennessee ("Buyer").

1. **Description of Property.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase, for the price and upon the terms and conditions set forth herein, the following described real property (the "Property"):

That portion of the following described property that is unimproved, with the boundaries to be agreed upon between the parties and determined by survey.

Located within the City of Mount Pleasant, and in the Seventh (7th) Civil District of Maury County, Tennessee, to-wit:

Bounded now, or formerly, on the north by the Maury Farmers Cooperative, Inc., east by Appletree Street, south by Columbia Avenue, west by Mary Goodloe Acuff and more particularly described as follows: Beginning at an iron pin in the intersection of the north margin of Columbia Avenue and the west margin of Appletree Street; said point being the southeast corner of the herein described tract; thence with the north margin of Columbia Avenue north 68 degrees 7' west, 212.08 feet to an iron pin; thence with Mary Goodloe Acuff north 20 degrees east, 275.13 feet to an iron pin, thence with Maury Farmers Cooperative, Inc. south 71 degrees 37' east; 211.98 feet to an iron pin; thence with the west margin of Appletree Street, 285.05 feet to the point of beginning.

Being the same property conveyed to Rose Ogilvie McClain and Audrey Yvonne Ogilvie, as equal tenants in common, by Warranty Deed of record in Deed Book 1310, Page 7, in the Register's Office of Maury County, Tennessee.

Tax Map 133J, Group G, Parcel 18.00.

2. **Purchase Price.** The purchase price of the Property is \$40,000.00 which shall be payable by Buyer to Seller in cash at closing.

3. **Deed and Title.** The Property shall be conveyed by general warranty deed transferring good and marketable fee simple title subject to an exception for real estate taxes not yet due and payable.

13. **Waiver of Rights.** Any contingency, condition or right benefitting either party which might otherwise prevent closing may be waived by the benefitted party prior to closing by written notice to the other party.

14. **Assignment.** Buyer's rights hereunder may be assigned, but Buyer shall remain responsible for its obligations to Seller.

15. **Entire Agreement.** This Agreement contains the entire Agreement of the parties, superseding and replacing any oral, written or implied representations or agreements made by the parties. No modification or change of this Agreement shall be valid or binding unless in writing and signed by the parties to be bound thereby.

16. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and delivered personally or sent by United States certified or registered mail, return receipt requested, addressed to the parties at the addresses set forth below or at such other address as either party may hereafter give the other. Notices shall be deemed given three (3) days after mailing.

Seller:

Rose Ogilvie McClain
and Audrey Yvonne Ogilvie
P.O. Box 683
Mt. Pleasant, TN 38474-0683

Buyer:

City of Mt. Pleasant, Tennessee
Attn: City Manager
P.O. Box 426
Columbia, TN 38474-0426

17. **No Commissions.** Each party represents to the other that no real estate commissions are due on account of this transaction, and each shall indemnify and hold the other harmless from any and all liability and loss arising out of commissions which may have been incurred by such party.

18. **Effective Date.** The effective date of the Agreement shall be the date it is last executed by Seller or Buyer.

4. **Conditions of Parties' Obligations.** Within five (5) business days of the second party's signature on this Contract, Buyer shall work to engage a surveyor who shall survey the portion of the Property which is the subject of this transaction to be purchased by Buyer, and which Exhibit A provides a non-official/non-surveyed overview thereof. The parties acknowledge that the survey must be completed prior to closing, and the survey must be satisfactory to both parties for the closing to occur. Buyer may also engage a title search to be performed prior to closing and the results of the title search must be satisfactory to Buyer in order for Buyer to close.

5. **Adjustments.** The real estate taxes for the year of closing will be prorated based on the tax rate at the time of closing. Back taxes, if any, will be paid by Seller. All existing leases or rentals will be canceled as of the closing date.

6. **Costs and Expenses.** Buyer shall pay for any transfer taxes and recording costs; for the cost of any title insurance and survey; for the preparation of the deed; and for any other costs of closing.

7. **Closing.** The closing shall occur upon the conclusion of the survey and upon both parties' acceptance of the survey as presented and Buyer's satisfaction regarding the title search. At the closing, Seller shall deliver the warranty deed, and Buyer shall pay the purchase price.

8. **Possession.** Possession shall be delivered on the closing date unless the parties agree otherwise.

9. **Time.** Time is of the essence of this Agreement, and it may be extended only by written amendment signed by all parties.

10. **Risk of Loss.** The risk of casualty loss shall remain with the Seller until closing. In the event the Property is damaged by fire or other casualty before closing, this Agreement may be canceled at the option of Buyer. If Buyer elects to close the sale despite such damage, Buyer shall be entitled to all insurance proceeds attributable to structures and fixtures being purchased by Buyer.

11. **Breach by Buyer.** If this Agreement is breached by Buyer, Buyer shall pay to Seller any damages caused by said breach including attorney's fees and costs. Seller may sue for specific performance, damages or both.

12. **Breach by Seller.** If this Agreement is breached by Seller, Seller shall pay to Buyer any damages caused by said breach including attorney's fees and costs. Buyer may sue for specific performance, damages or both.

Buyer:

City of Mt. Pleasant, Tennessee

Date: _____

By _____

Date: 9-19-21

Seller:

Rose Ogilvie McClain

Rose Ogilvie McClain

Date: 9/19/2024

Audrey Yvonne Ogilvie

Audrey Yvonne Ogilvie



Section 11, Item A.

Tennessee Property Viewer



RESOLUTION 2024-35

A RESOLUTION BY THE CITY OF MOUNT PLEASANT, TENNESSEE
DECLARING CERTAIN MOUNT PLEASANT POLICE DEPARTMENT AND
MOUNT PLEASANT FIRE DEPARTMENT INVENTORY AS SURPLUS PROPERTY
AND AUTHORIZING THE SALE OF THIS SURPLUS PROPERTY

WHEREAS, Michael Hay, the department head of the Mount Pleasant Police Department, and Todd Stewart, the department head of the Mount Pleasant Fire Department, have nominated the property on the Surplus Property Nomination Form attached as Exhibit A for sale as surplus property;

WHEREAS, the Board of Commissioners of the City of Mount Pleasant has reasonably determined that property listed in Exhibit A is surplus property and wishes to authorize the sale;

WHEREAS, the sale of the aforementioned surplus property will be the best way to dispose of the property;

WHEREAS, the sale will be beneficial and is for the proper conduct of the City of Mount Pleasant's business;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, as follows:

Section 1. The following described property is hereby declared to be surplus to the needs of the Mount Pleasant Police Department, the Mount Pleasant Fire Department and the City of Mount Pleasant:

1. 2015 Dodge Charger Pursuit VIN 2C3CDXAG5FH815308
2. 2015 Dodge Charger Pursuit VIN 2C3CDXAG7FH815309
3. 2013 Ford Explorer VIN 1FTRW12W04KB92074

Section 2. In compliance with the Mount Pleasant Surplus Property Policy (Ordinance No. 2013-958), the City Manager is hereby directed to conduct or cause to be conducted a public auction on Govdeals.com for the sale of the surplus property enumerated in Section 1 of this Resolution. The City Manager is further authorized to establish a minimum bid for said property as may be set by the Board of Commissioners.

Section 3. The funds received from the sale of the surplus items for the Police Department will be designated to the City of Mount Pleasant Police Department Drug Fund. The funds received from the sale of the surplus items for the Fire Department will be designated to the City of Mount Pleasant General Fund.

Section 4. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Approved and adopted this _____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY

EXHIBIT A
SURPLUS PROPERTY NOMINATION FORM
CITY OF MOUNT PLEASANT, TENNESSEE

DEPARTMENT: Police Department (General Fund)

The following items are hereby nominated for designation as surplus City property pursuant to City Resolution Number 13-958:

Item: 2015 Dodge Charger Pursuit

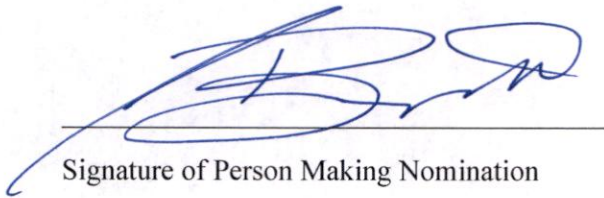
Description: 4 Door Black and White Sedan

Vehicle Identification Number: 2C3CDXAG7FH815309

Age: 10 years

Purchase Price: - \$28,000 Estimated Current Value: - \$2500

Reasons for making the nomination: Retired from fleet due to high maintenance costs and high mileage.


Signature of Person Making Nomination

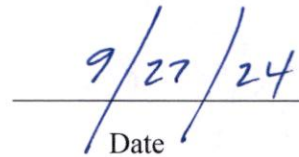

Date

EXHIBIT A
SURPLUS PROPERTY NOMINATION FORM
CITY OF MOUNT PLEASANT, TENNESSEE

DEPARTMENT: Police Department (General Fund)

The following items are hereby nominated for designation as surplus City property pursuant to City Resolution Number 13-958:

Item: 2015 Dodge Charger Pursuit


Description: 4 Door Black and White Sedan

Vehicle Identification Number: 2C3CDXAG5FH815308

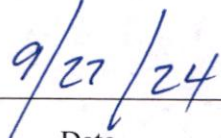
Age: 10 years old

Purchase Price: - \$28,000 Estimated Current Value: - \$2500

Reasons for making the nomination: Retired from fleet due to high maintenance costs and high mileage.



Signature of Person Making Nomination



Date

EXHIBIT A
SURPLUS PROPERTY NOMINATION FORM
CITY OF MOUNT PLEASANT, TENNESSEE

DEPARTMENT: Fire Department (General Fund)

The following items are hereby nominated for designation as surplus City property pursuant to City Resolution Number 13-958:

Item: 2013 Ford Explorer

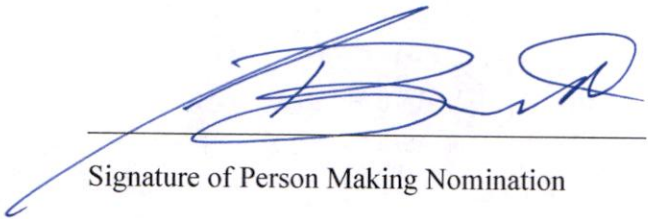
Description: 4 Door White SUV

Vehicle Identification Number:

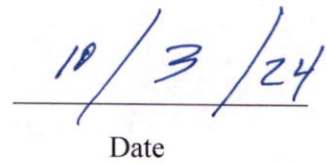
Age: 12 years

Purchase Price: - \$28,000 Estimated Current Value: - \$1500

Reasons for making the nomination: Retired from fleet due to high maintenance costs and high mileage.



Signature of Person Making Nomination



Date

RESOLUTION 2024-36

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT FUNDS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE GRANT PROGRAM

WHEREAS, The Tennessee Highway Safety Office provides grants to programs which are designed to reduce the number of fatalities, injuries and related economic losses resulting from traffic crashes on Tennessee’s roadways. Local governments, law enforcement agencies, academic institutions, and private non-profits can apply for National Highway Safety Transportation Administration pass-through funding for projects related to various areas of highway safety. Eligible project areas are included in the State of Tennessee’s Highway Safety Performance Plan; and,

WHEREAS, the City of Mount Pleasant applied for THSO grant funds for highway safety for the period of October 1, 2024 through September 30, 2025 and same were awarded; and,

WHEREAS, the award letter and grant contract are attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That the City hereby accepts the Tennessee Highway Safety Office (THSO) grant funds for highway safety for the period of October 1, 2024 through September 30, 2025 pursuant to the terms in **Exhibit A**.

Section 2. That the Mayor shall have the authority to execute and sign any and all documents and agreements with THSO, relevant to the THSO grant to accept and administer said grant funds.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect immediately.

Approved and adopted this ____ day of _____, 2024.

WILLIAM F. WHITE, MAYOR

ATTEST:

SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY



September 12, 2024

Re: Tennessee Highway Safety Office FFY 2025 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2025 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2024 through September 30, 2025.

You may not incur costs until you have received a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2024. Incurred expenses and expended funds must be for the specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.

Tennessee Highway Safety Office • 312 Rosa L. Parks Avenue, 25th Floor, Nashville, TN 37243
Phone: 615-741-2589 • tn.gov/safety • www.tntrafficsafety.org

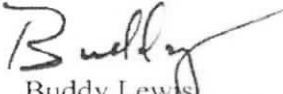


- 5. Every grant **must** have an assigned project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.

- 6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.

- 7. Law enforcement overtime may include a small portion (up to 20%) of personnel funds for community outreach events. Please contact your assigned program manager for more information, including the THSO Community Outreach Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.


Buddy Lewis
Director



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 01, 2024	End Date September 30, 2025	Agency Tracking # Z25THS215	Edison ID 83667 (ID)		
Grantee Legal Entity Name Mount Pleasant Police Department			Edison Vendor ID 4109		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.607			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) High Visibility Enforcement of Tennessee Traffic Safety Laws					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$ 9,958.00			\$ 9,958.00
TOTAL:		\$ 9,958.00			\$ 9,958.00

Grantee Selection Process Summary

Competitive Selection

Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.

Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)

Account Code (optional)

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Mount Pleasant Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Mount Pleasant Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4109

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Impaired Driving Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; toxicology testing and training to reduce the backload of pending DUI cases, youth programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Nine Thousand Nine Hundred Fifty Eight Dollars and Zero Cents (\$ 9,958.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A. of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior,

written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
 Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

willie Norwood, Sergeant

Mount Pleasant Police Department
 100 Public Square
 Mount Pleasant, Tennessee 38474
 Email Address: wnorwood@mtpleasant-tn.gov
 Telephone #: (931) 379-3201
 FAX #: (931) 379-0455

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Mount Pleasant Police Department:

Michael Hay _____ *10/2/24*
GRANTEE SIGNATURE DATE

Michael Hay chief of police _____
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Mount Pleasant Police Department
Subrecipient's Unique Entity Identifier (SAM)	PAK1LC29TPT1
Federal Award Identification Number (FAIN)	69A37524300001540TNA
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2025
Amount of federal funds obligated by this grant contract	\$ 9,958.00
Total amount of federal funds obligated to the subrecipient	\$ 9,958.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,662,766.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Alcohol Open Container
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

GRANT BUDGET
Agency Name: Mount Pleasant Police Department
Project Title: High Visibility Enforcement of Tennessee Traffic Safety Laws
The grant budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: 10/01/2024 END: 09/30/2025

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$1,950.00	\$0.00	\$1,950.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$8,008.00	\$0.00	\$8,008.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$9,958.00	\$0.00	\$9,958.00

¹. Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted online at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

². Applicable detail follows this page if line-item is funded.

Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I William White as the Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

Mart Plessant hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2024-2025 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Michael Hay chief
Name and Title (Printed)

Michael Hay
Signature

Jack Burgett Asst. Chief
Name and Title (Printed)

[Signature]
Signature

Name and Title (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Bill White
Signature of Person Granting Authority

10/2/24
Date