

ORDINANCE 86-39

AN ORDINANCE REPEALING ORDINANCE 86-31 AND APPROVING A NEW CONTRACT WITH WILSON COUNTY CONCERNING FIRE PROTECTION

BE IT ORDAINED BY THE CITY OF MT. JULIET, WILSON COUNTY, TENNESSEE, as follows:

SECTION 1. ORDINANCE 86-31 REPEALED: Ordinance 86-31 of the City of Mt. Juliet is hereby repealed.

SECTION 2. APPROVAL OF CONTRACT: The contract attached hereto and incorporated herein by reference between Wilson County and the City of Mt. Juliet is approved and shall be effective upon the date of its execution. The Mayor is authorized to execute the contract on behalf of the city and the City Recorder shall attest execution.

SECTION 3. APPROPRIATED FUNDS: The city funds appropriated by ordinance 86-31 and any other savings occurring as a result of passage of this ordinance are hereby reappropriated to paving and road improvement.

SECTION 4. SEVERABILITY: If any part of this ordinance is declared illegal or void by a court the remaining portions shall remain effective if these portions are not themselves void.

SECTION 5. CONFLICT WITH OTHER ORDINANCES: Anything to the contrary to the provisions of this ordinance contained in any ordinance or code heretofore adopted by this commission is hereby repealed to the extent of the conflict but no further.

SECTION 6. EFFECTIVE DATE: This ordinance shall take effect at the earliest date allowed by law the public welfare requiring it.

Passed:

1st Reading 11-17-86

2nd Reading 11-24-86

3rd Reading 12-1-86

Attest:

Charmaine Major  
Charmaine Major, Recorder

APPROVED AND RECOMMENDED BY:

Wayne Crawford  
Wayne Crawford, Mayor

Luther Lenning  
Luther Lenning, Commissioner

Grady Lynn  
Grady Lynn, Commissioner

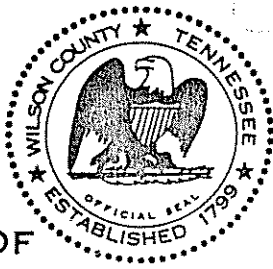
Bill Patton  
Bill Patton, Commissioner

Fred M. Weston  
Fred M. Weston, Commissioner

APPROVED AS TO FORM:

James L. Fuqua  
James L. Fuqua  
City Attorney

Danny Farmer  
Danny Farmer, City Manager



COUNTY OF  
**WILSON**

OFFICE OF THE COUNTY ATTORNEY

ROBERT T. ROCHELLE  
325 West Main Street  
Lebanon, Tennessee 37087  
(615) 444-2611

February 2, 1987

Mr. Danny Farmer  
City of Mt. Juliet  
P. O. Box 256  
Mt. Juliet, Tennessee 37122

RE: Mt. Juliet Fire Contract

Dear Mr. Farmer:

Enclosed please find the original contract on the above mentioned matter. I have given Don Simpson, County Executive of Wilson County, the other original. Copies have been mailed to Civil Defense Director Bedford Johnson and I have retained one for my files.

Sincerely,

Kay Midgett  
Secretary

Robert T. Rochelle

km

Encls.

CONTRACT

THIS CONTRACT entered into on this the 10<sup>th</sup> day of December, 1986 by and between the CITY OF MT. JULIET, TENNESSEE, hereinafter referred to as "the city", and WILSON COUNTY, TENNESSEE, hereinafter referred to as "the county".

1. The county shall provide fire protection service in the city in lieu of the city furnishing such service.
2. It is understood and agreed that the fire protection service to be provided by the county shall be provided to other areas of the county outside the city limits of the city.
3. The city shall lease to the county for a rental of One Dollar (\$1.00) per year and as additional consideration, the covenants and agreements herein made by the county, that premises which is the presently existing fire hall premises in the city. The lease premises shall include only the portion of the structure presently designated for use as a fire hall. The back bay and the outside shed will be retained for city use.
4. The city shall convey to the county and the county shall accept, title to the fire truck presently owned by the city and all other fire service equipment presently owned by the city.
5. The city shall lease at its sole expense an additional fire truck, which is presently on order, and shall assign said fire truck to the county. At the termination of the lease purchase agreement, the city shall purchase the fire truck and convey it to the county without additional consideration.
6. The county agrees to locate the new fire truck within the city limits of the city for a minimum period of seven (7) years and also to locate one additional fire truck within the city which may be the fire truck presently owned by the city and to be conveyed to the county by this agreement.
7. The county shall furnish manpower, maintenance of equipment, gas insurance and all other expenses of the fire protection service, except as provided herein.
8. The county may secure gasoline from the gas tank owned by the city. However, the city shall be reimbursed on a regular basis for the cost of such gasoline.

9. The county shall provide fire service data to the city as requested by the city.

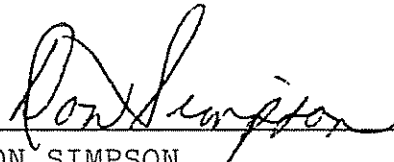
10. Either party may terminate this agreement upon the giving of ninety (90) days written notice. However, in the event either party terminates this contract, it shall pay to the city the fair market value, at the time of such termination, of the fire truck presently owned by the City of Mt. Juliet and to be conveyed to the county pursuant to this agreement and in the event such termination occurs after the new fire truck is conveyed to the county, shall pay the fair market value of the said new fire truck, at the time of termination, to the city. This payment provision shall not apply to any additional fire fighting equipment or vehicles which may be subsequently purchased by the county.

11. Residents of the City of Mt. Juliet will not be charged for fire service.

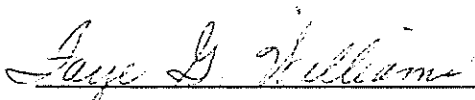
WITNESS OUR HANDS on the day and date above written.

WILSON COUNTY

BY:


  
\_\_\_\_\_  
DON SIMPSON  
County Executive

ATTEST:

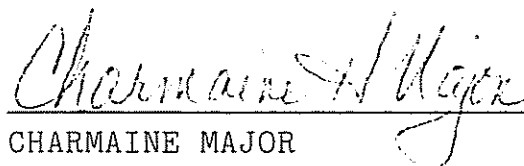
  
\_\_\_\_\_  
FAYE WILLIAMS  
County Clerk

CITY OF MT. JULIET

BY:

  
\_\_\_\_\_  
WAYNE CRAWFORD  
Mayor

ATTEST:

  
\_\_\_\_\_  
CHARMAINE MAJOR  
City Recorder