

Mt. Juliet, Tennessee

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



Agenda

Monday, February 24, 2025

6:30 PM

Commission Chambers

Board of Commissioners

1. Public Hearing 6:15 PM

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

1.A. Public Hearing Notice 2-24-2025**[1073](#)**

Attachments: [Public Hearing Notice - 2nd Reading - 2-24-25](#)

2. Call to Order & Declare a Quorum Present**3. Set Agenda****4. Invocation & Pledge of Allegiance****5. Approval of Minutes****5.A. Approval of February 10, 2025 Minutes****[1081](#)**

Attachments: [BoC Minutes February 10, 2025](#)

6. Citizens Comments

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

7. Commissioner Reports & Comments**8. City Manager's Report****9. Unfinished Business Consent Agenda Items:****9.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO ACCEPT A GRANT FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION FOR THE PURCHASE OF AN R ONE SERIES RESCUE BOAT AND TRANSPORT TRAILER FOR THE CITY OF MT JULIET FIRE DEPARTMENT****[1050](#)**

Sponsors: Kenneth Martin, City Manager,

Attachments: [2025- Amd buget for FD Firehouse Subs Grant](#)
[Approved Quote- Boat- Fire Department of Mt. Juliet](#)

Legislative History

2/10/25

Board of Commissioners

recommended for approval to the Board of Commissioners

9.B. AN ORDINANCE TO RECONSIDER THE CERTIFICATE OF OCCUPANCY CONDITIONS OF ORDINANCE 2020-11 WHICH ESTABLISHED THE ZONING AND PUD OVERLAY FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD **1055**

Sponsors: Kenneth Martin, City Manager,

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

Legislative History

2/10/25	Board of Commissioners	recommended for approval to the Board of Commissioners
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10. New Business

10.A. AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS SILVER SPRINGS PH. 8-13 LOCATED AT 9621 LEBANON ROAD, MAP 054, PARCEL 045.00, FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL. **0763**

Sponsors: Planning Commission Negative Recommendation

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

Legislative History

7/18/24	Planning Commission	negative recommendation
9/23/24	Board of Commissioners	recommended for approval
1/13/25	Board of Commissioners	referred to the Board of Commissioners

11. Resolutions

11.A. RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND R.J. CORMAN RAILROAD COMPANY/NASHVILLE AND EASTERN RAILROAD LINE FOR THE CLEMMONS ROAD IMPROVEMENTS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **1068**

Sponsors: Kenneth Martin, City Manager,

Attachments: [2025-02-24, RJ Corman Contract Resolution](#)
[2025-02-24, RJ Corman Contract Resolution - Exec Summary](#)
[City of Mt. Juliet Road Widening MP 17.75 2-12-25](#)

11.B. A RESOLUTION AUTHORIZING THE CITY MANAGER TO INCLUDE IN THE FISCAL YEAR 25-26 BUDGET THE COST TO REPAIR THE RAILROAD CROSSING ON N. MT. JULIET ROAD **1079**

Sponsors: James Maness, Mayor, Kenneth Martin, City Manager,

Attachments: [Include RR Crossing repair in 25-26 Budget](#)

11.C. A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT ABANDONED PROPERTY SALE PROCEED TO BE DISTRIBUTED AS ALLOWED BY LAW **1080**

Sponsors: Kenneth Martin, City Manager,

Attachments: [Declare PD Unclmd Prop as Abandoned February 2025](#)
[ABP Request to BOC](#)

12. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 1073

Agenda Date: 2/24/2025

Agenda #: 1.A.

Title:

Public Hearing Notice 2-24-2025

Public Hearing Notice

The Board of Commissioners of the City of Mt. Juliet will consider the following on February 24, 2025, at 6:15 PM:

- Amending the fiscal year 2024/2025 budget ordinance 2024-25 to accept a grant from the Firehouse Subs Public Safety Foundation for the purchase of an R One Series Rescue Boat and transport trailer for the City of Mt. Juliet Fire Department.
- Reconsidering the certificate of occupancy conditions of ordinance 2020-11 which established the zoning and PUD overlay for the district being located at 108 Stoney Creek Rd.
- Amending the land use plan for the property known as Silver Springs Ph. 8 located at 9621 Lebanon Rd, Map 054, Parcel 045.00 from low density residential to medium density residential.

The public is invited to attend and comment.

Kenneth D. Martin, City Manager

City of Mt. Juliet



Mt. Juliet, Tennessee

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

Staff Report

File #: 1081

Agenda Date: 2/24/2025

Agenda #: 5.A.

Title:

Approval of February 10, 2025 Minutes

Mt. Juliet, Tennessee

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



Meeting Minutes

Monday, February 10, 2025

6:30 PM

Commission Chambers

Board of Commissioners

1. Workshop - 5:15 PM

- 1.A.** Discussion of the remodeling, budget, and other items involving the old Mt. Juliet Police Building to be utilized by the Senior Citizens Center.

Attachments: [Public Notice - Workshop - 2-10-25](#)
[MJ Senior Center - Floor Plan](#)
[MJ Senior Center - Preliminary Demo & Buildout Cost Estimate](#)
[MJ Senior Center - Site Plan](#)

Mayor Maness called the workshop to order at 5:17 PM and stated the workshop will adjourn at 6 PM.

Citizens Comments:

Mark Hinesley, 1006 Benton Harbor Blvd., appreciates the support of the Senior Citizens.

Jeff Rowlett, Representing Senior Citizens Center stated the objective is to create something that the community will be proud of. They will have a bid packet that will be available to put this out for bid. Estimated cost is \$1.9 million, the offer they have on the current building is \$1.1 million. We are short \$850K.

Discussion was held.

Parks Director Lee stated we want to partner with the Senior Citizens and the Parks Department can use the additional large space. The drawing presented has been agreed upon by all parties. This is flex space, the City would still own the building and take care of the maintenance. The cost estimate is \$1,857,468.00 they will have \$1.1 million when they sell their building. We can use the Hotel/Motel Tax to fund the shortage of \$850,000.00.

Discussion was held.

Jeff Rowlett stated it is anticipated that the Police Department will move out in October 2025. They will sell the current building.

Mayor Maness stated we also have the Tomlinson Property for sale at \$1.1 million and the Clemmons Road property will revert back to the City.

Vice Mayor Trivett questioned when the construction plans would be available, the budget and recurring cost?

Discussion was held.

Commissioner Hefner questioned the potential of the property across from Amazon with the restrooms. City Manager Kenny Martin stated he might have an appraisal tomorrow. Discussion was held on the additional 5 acres.

Jeff Rowlett stated this cost is only for the demo and build out. It does not include moving, fixtures, etc. However, the Seniors have money for this.

Commissioner Milele questioned the fundraising money for a new building. Jeff Rowlett stated this is the money that will be used for moving, furnishings, etc.

Discussion was held.

Mayor Maness stated the next step is to get this in the budget which has to be passed by June 30th. Workshops will be at the end of April. We need to pass a formal agreement with the Seniors.

City Manager Kenny Martin stated he and City Attorney Burnett will work on the agreement. He will also look into selling some city property to help with the funding.

Parks Director Lee stated the recurring cost at the current Police Headquarters is \$130K/year.

Adjourned at 5:45 pm

2. Public Hearing 6:15 PM

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

2.A. Public Hearing Notice - 2nd Reading - 2-10-25

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

Mayor Maness called the Public Hearing to order at 6:17 pm

Citizens Comments: No pros or cons voiced.

The Public Hearing adjourned at 6:19 pm

3. Call to Order & Declare a Quorum Present

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

4. Set Agenda

Mayor Maness stated that item 11E (Resolution to negotiate a purchase price for the Global Vision Property) was removed from Consent at request of Commissioner Hefner. No objections voiced.

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

5. Invocation & Pledge of Allegiance

City Manager Martin

6. Approval of Minutes**6.A. Meeting Minutes 1-27-25**

Attachments: [Meeting Minutes - 1-27-25](#)

The minutes of January 27, 2025 were approved as published with no objections.

This Minutes were approved with no objections..

RESULT: APPROVED

7. Citizens Comments

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

No pros or cons voiced.

8. Commissioner Reports & Comments

Commissioner Giles: No comments.

Vice Mayor Trivett: Thanked the Senior Citizens Board and Parks and Greenways Board for attending the workshop tonight. Thanks to the 1st Responders for all they do.

Commissioner Hefner: Thanks to everyone in attendance tonight and online. Welcomed a few new small businesses: Honky Tonk Creamery, and Slick City. Apologized for missing the last meeting, he was on a business trip. Due to his property being in close proximity to the property owned by the city he will not discuss, be involved in the conversation and will abstain from the votes when City Hall property is brought up. He does reserve the right to speak at Citizens Comments as a Citizen.

Commissioner Milele: Shout out to K9 Milo who has served the City and now retiring. Update on the proposed Recreation/Aquatic Center, three town halls have been held and all were open to the public. Since January the committee has had two meetings, it is time for the committee to narrow down the concept due to the budget. We will have to issue a bond for construction, and plan for staffing. She is now the BoC rep for this committee, she is committed to seeing this through, feels Mt. Juliet needs a pool. Shout out to Sam Anderson, Architect for his work on this. The City of Spring Hill (Longview complex) is the foot print we would like to have in Mt. Juliet. There have been lots of request for competition pools for swim teams. Wilson County Schools do not fund swim teams. We cannot afford a competition pool and community pool. Our biggest commitment is to the residents. Estimated cost is \$9-\$10 million for the gym which does not include a pool. We want to build a pool that is large enough which is estimated at \$1-\$5 million, which would include zero entry, play area, water aerobics and lap lanes. We cannot fund the operations today so we need a plan and the Committee is prepared to submit this to the BoC during the budget process.

Mayor Maness: No comment.

9. City Manager's Report

Thanked everyone for attending in person and online. Thanked Public Works for the repairs to several potholes, and the signalization. Thanked BoC for upgrades to LED lighting on Mt. Juliet Road. Please continue to shop local.

10. New Business - Ordinance - 1st Reading

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

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

Motion made by Commissioner Giles to amend said ordinance to add to Public Works comment 6d: "The developer has agreed to the following off-site improvements...A 10 foot wide greenway shall be constructed along Stoners Creek between Old Mt. Juliet Road and the existing greenway at Hickory station Town homes. This improvement is subject to property owner approval and the ability to acquire a public access easement on the subject properties. The greenway shall be complete before the 38th Certificate of Occupancy is issued for the town homes." seconded by Commissioner Milele.

Vote on 1st Amendment:
Yea: Unanimous

Vote on ordinance as amended 1x:

This Ordinance was recommended for approval to the Board of Commissioners due back on 2/24/2025

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Jennifer Milele

SECONDER: Art Giles

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

11. Resolutions - Consent Agenda

11.A. RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION (MTE) FOR THE GOLDEN BEAR GATEWAY UTILITY RELOCATION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Attachments: [2025-02-10, MTE Contract Resolution - Golden Bear Widening](#)
[2025-02-10, MTE Contract Resolution - Exec Summary](#)
[MTE Contract Golden Bear WO# 16157338 - unsigned](#)

This Resolution was adopted.

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Bill Trivett

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

11.B. RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION (MTE) FOR THE BECKWITH ROAD UTILITY RELOCATION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Attachments: [2025-02-10, MTE Contract Resolution - Beckwith Road](#)
[2025-02-10, MTE Beckwith Contract Resolution - Exec Summary](#)
[Utility Relocation Agreement MTE -Beckwith Rutland Phase 1 DRAFT](#)
[MTE Estimate](#)

This Resolution was adopted.

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Bill Trivett

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

11.C. A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF MT. JULIET AND NABHOLZ CONSTRUCTION TO ESTABLISH THE GUARANTEED MAXIMUM PRICE FOR PHASE 2 WORK FOR FIRE STATION 3, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

Attachments: [2025 - Approve amndmnt to Nabholz agreement for Fire Station](#)
[2025- Executive Summary for St 3 Nabholz change order and final GMP](#)
[MJFS FS #3 Value Analysis 1.20.25](#)
[PCCO #001 - GMP Balance With Value Analysis DRAFT](#)
[PCO #001 - GMP Balance With Value Analysis DRAFT](#)

This Resolution was adopted.

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Bill Trivett

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

11.D. A RESOLUTION ACCEPTING A GRANT FROM THE FIREHOUSE SUBS PUBLIC

SAFETY FOUNDATION FOR THE PURCHASE OF AN R ONE SERIES RESCUE BOAT AND TRANSPORT TRAILER FOR THE CITY OF MT JULIET FIRE DEPARTMENT

Attachments: [2025- Res to accept FD Firehouse Subs Grant](#)
[MOU- City of Mt. Juliet TN on behalf of Fire Department of Mt. Juliet](#)

This Resolution was adopted.

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Bill Trivett

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

11.F. A RESOLUTION DECLARING THE CITY OF MT JULIET FIRE DEPARTMENT PROPERTY AS SURPLUS

Attachments: [2025- Res surplus property FD SCBAs](#)

This Resolution was adopted.

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Bill Trivett

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

11.H. A RESOLUTION APPROVING A POLICE CANINE TRANSFER AGREEMENT AND RELEASE WAIVER FOR CANINE MAJLO BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CHRISTOPHER BARTH

Attachments: [Resolution Approving Police Canine Transfer Agreement & Release Waiver](#)
[Police Canine Transfer Agreement & Release Waiver](#)

This Resolution was adopted.

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Bill Trivett

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

10.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO ACCEPT A GRANT FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION FOR THE PURCHASE OF AN R ONE SERIES RESCUE BOAT AND TRANSPORT TRAILER FOR THE CITY OF MT JULIET FIRE DEPARTMENT

Attachments: [2025- Amd buget for FD Firehouse Subs Grant](#)
[Approved Quote- Boat- Fire Department of Mt. Juliet](#)

Motion made by Mayor Maness to amend said ordinance to state Fire instead of

Police, 2nd by Vice Mayor Trivett.

Vote on 1st Amendment:

Vote Yea: Unanimous

Vote on Ordinance as 1 time amended.

This Ordinance was recommended for approval to the Board of Commissioners due back on 2/24/2025

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Bill Trivett

SECONDER: Art Giles

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

New Business - Resolutions

11.G. A RESOLUTION AUTHORIZING THE CITY MANAGER TO RESEARCH AND LOCATE A FIRM THAT CAN COMPLETE A NEEDS ASSESSMENT FOR A NEW CITY HALL

Attachments: [Res needs analysis for a new City Hall](#)

Commissioner Milele made a motion to suspend the rules to remove item 11G (Resolution authorizing the City Manager to locate a firm to can complete a needs assessment for a new City Hall) from Consent, 2nd by Commissioner Hefner.

Vote to suspend the rules:

Vote Yea: Unanimous

Commissioner Giles stated we need to know what we need in a new City Hall before obtaining bids. We need to do this right, we need to know how much square footage is needed, proposed growth, city chambers, conference space, storage areas, consideration given to the safety for the public, employees and boards/committees. Needs for Ingress/Egress, secured parking for employees, board/committees, parking for the public. The professional will talk to the department heads about the future needs. This will give us a much better idea on what will be needed.

Discussion was held on the probable cost.

Mayor Maness stated the City Manager would bring that cost along with an agreement to the Board of Commissioners for approval.

Discussion was held.

Mayor Maness stated this is a directive for the City Manager to know the will of the Board.

Discussion was held.

Commissioner Giles stated we need to figure in growth. The police study was for 10 years we might want to project for 15-20 years. Land is not being created anymore. We need to plan for growth we are doing this for the citizens, you know we are going to grow in the future.

Discussion was held.

Commissioner Giles stated we need this done professionally, this is what happened with the police department.

Discussion was held

Motion made by Commissioner Milele to go back into regular session, 2nd by Vice Mayor Trivett.

Vote to go back into regular session:

Vote Yea: Unanimous

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

RESULT: ADOPTED

MOVER: Art Giles

SECONDER: Scott Hefner

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

11.E. A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE PURCHASE PRICE OF THE GLOBAL VISION PROPERTY LOCATED AT 2060 OLD LEBANON DIRT ROAD, BEING APPROX. 12.08 ACRES

Attachments: [Res to negotiate purchase of 2060 OLDR - Global Vision Global Vision Church Property 1 30 25](#)
[Former Global Vision Church Pictures of Property 2 4 25](#)

Vice Mayor Trivett stated this land was previously used as a church. Commissioner Giles mentioned earlier that land is not growing and this is good Real Estate. Does the BoC want to look into this property? This could be an opportunity to build a park. Most of our parks are in the central area of the city. Is their another need or want for the land? This property has possible deed restrictions. He has spoken with the existing land owner and it is his understanding the City Manager can negotiate with the current land owner.

City Attorney Burnett read the deed restrictions but stated it only applies to one of the parcels.

Discussion was held.

Commissioner Hefner stated Parks Director Lee stated tonight in the workshop that the City has 10 parks. He likes Commissioner Giles idea of a needs analysis. Before we start purchasing more park land we need to take a look at what we have and the Cities short and long term goals. What are the plans on financing an aquatic center. We need to sell land the City is not going to use and use the money to help fund other needed projects. The City has numerous expenses. Land sells at a premium in MJ. We need a long term plan

Mayor Maness stated we received a nice update on the aquatic center tonight. The City currently has no money in the hotel motel tax fund. Stormwater issues have to be corrected on this property. We have property coming back from the Senior Citizens that have deed restrictions. Feels we are pretty good. Earlier at the workshop Parks Director Lee stated we have more parks than other cities around us.

City Manager Martin stated he appreciates the comments and discussion from the BoC. Appreciates this being aired out at the table.

Commissioner Milele stated she would love to have this property but does not feel the timing is right.

Discussion was held.

Vice Mayor Trivett stated his idea was to bring it up for discussion.

Motion made by Vice Mayor Trivett to defer said Resolution indefinitely, 2nd by Mayor Maness.

Commissioner Hefner stated negotiations should not be on the consent agenda.

Vote on Indefinite Deferral:
Yea: Unanimous

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

RESULT: DENIED

MOVER: Bill Trivett

SECONDER: Art Giles

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

12. Appointments

12.A. Appointment of BoC Representative to the JECDB Position #9

Attachments: [Commissioner Milele Resignation from JECDB](#)

Mayor Maness asked for nominations.

Commissioner Milele nominated Commissioner Hefner.

No other nominations

Nominations ceased.

Discussion was held.

Commissioner Hefner stated he was willing to serve.

Vote on Commissioner Hefner to JECDB Position #9:

Yea: Unanimous

13. Adjournment

at 7:25 PM

Mayor James Maness

City Recorder Sheila S. Lockett, MMC



Mt. Juliet, Tennessee

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

Staff Report

File #: 1050

Agenda Date: 2/24/2025

Agenda #: 9.A.

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO ACCEPT A GRANT FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION FOR THE PURCHASE OF AN R ONE SERIES RESCUE BOAT AND TRANSPORT TRAILER FOR THE CITY OF MT JULIET FIRE DEPARTMENT

ORDINANCE 2025-_____

**AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET
ORDINANCE 2024-25 TO ACCEPT A GRANT FROM THE FIREHOUSE SUBS
PUBLIC SAFETY FOUNDATION FOR THE PURCHASE OF AN R ONE
SERIES RESCUE BOAT AND TRANSPORT TRAILER FOR THE CITY OF MT
JULIET FIRE DEPARTMENT**

WHEREAS, the City of Mt. Juliet has been named a 2025 grant recipient by the Firehouse Subs Public Safety Foundation; and

WHEREAS, the grant is one of only 123 grants awarded by the Firehouse Subs Public Safety Foundation during the most recent grant cycle ; and

WHEREAS, the Firehouse Subs Public Safety Foundation has granted the Fire Department \$44,787 for the purchase of an R One Series Rescue Boat and Transport Trailer; and

WHEREAS, participation in this grant will provide the resources to the department to enhance lifesaving capabilities for the Mt. Juliet community; and

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

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

General Fund – Fire Department

Increase the Following Expenditures:

110-42200-944	Transportation equipment	\$ 44,787.00
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Increase the Following Revenue:

110-33469	Firehouse Subs Grant	\$ 44,787.00
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Section 2. The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

Samantha A. Burnett
City Attorney



13481 Highway 31 • Athens, AL 35611 • (800) 737-2831

01/29/2025

Price Quotation - Valid for 60 days

Mount Juliet, TN Fire Department
2425 N. Mount Juliet Rd.
Mt. Juliet, TN 37122



Dear Lt. Bryan Travis,

Thank you for your interest in ONE Boat®. It was good talking with you and learning how our boats can meet your agency's needs. I have put together a quote covering the products and options that we discussed.

Quote is for Firehouse Subs Public Safety Foundation Grant Application

Product Name	Description	Qty	Unit Price	Total Price
2000 Double Stack Trailer	Double Stack Transport Trailer for (2) Rescue Boats with dual axles, surge brakes on both axles, Warn® VR EVO-10,000lb electric winch to raise/lower upper rack powered by an Interstate HD battery, 2 full size spare tires and mounts, LED running lights, lifetime low maintenance poly-runners, winch, & heavy duty jack stand	1	\$13,674.00	\$13,674.00
DSTT - 7-pin Connector	Round 7-Pin Connector for DSTT	1	\$77.00	\$77.00
DSTT - Ladder	Ladder on <u>Passenger Side</u> to Access Upper Platform of DSTT (mounted using a stand-off bracket to accommodate a Hinged Motor Mount as well	1	\$264.00	\$264.00
DSTT - Motor Mount - Hinged	Swinging Spare Motor Mount on <u>Driver Side</u> , hinges outward for easier & safer loading/unloading of spare motors	1	\$375.00	\$375.00
DSTT - Telescoping Ramps	Telescoping Ramps to allow launching inflatable boat from upper platform without launching the bottom boat or lowering the upper platform	1	\$885.00	\$885.00
DSTT - Trickle Charger	Trickle Charger with inlet installed on Double Stack Trailer to Maintain Battery Power Level	1	\$226.00	\$226.00
R ONE Series® 1660 Connecting Boat	R ONE Series® 1660 Rescue Boat with Navigation Lights, Bilge Pump, "TUFFLOOR" Liner, 2 SeaTool Boxes, and 4 FLOATropes, boat has a 12-volt outlet on the side of the boat	1	\$14,516.00	\$14,516.00
Command Console	Command Console with Mounted Seat, Steering, and Engine Controls	1	\$3,256.00	\$3,256.00
Light Bar Mount - Hinged	Aluminum Light Bar Mount, 20lb capacity - Hinged	1	\$1,031.00	\$1,031.00
LED Rope Lights- interior	LED Rope Lights mounted underneath gunwale (available in Red, White, or Blue) for night ops	1	\$567.00	\$567.00
Dual Battery Configuration	Dual Battery Configuration with Isolator Switch	1	\$475.00	\$475.00
Trickle Charger- 1660	Dual Bank Trickle Charger with inlet installed on R ONE Series® 1660 to Maintain Battery Power Levels	1	\$226.00	\$226.00
12-Volt Outlet	12-Volt Outlet added to the Command Console	1	\$60.00	\$60.00
Mercury® 50hp 4 Stroke	Mercury® 50HP 4 Stroke EFI, Electric Start, 20" Long Shaft, Power Tilt/Trim, PROP motor	1	\$9,155.00	\$9,155.00

Grand Total:	\$44,787.00
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13481 Highway 31 • Athens, AL 35611 • (800) 737-2831

Notes:

Tax exemption assumed

All Prices F.O.B. Athens, AL

Factory Pickup - Free

Delivery - \$3.25 per loaded mile

Specifications subject to change without notice

Let me know if you have any questions and when it would be convenient for me to follow up with you. We appreciate the opportunity to serve you.

Sincerely,

Kevin Fielder

General Manager

ONE Boat Rescue Boats

Direct Line: (800) 737-2831

Email: kevin.fielder@theoneboat.com

Website: www.theoneboat.com



Mt. Juliet, Tennessee

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

Staff Report

File #: 1055

Agenda Date: 2/24/2025

Agenda #: 9.B.

Title:

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

CHANGES/AMENDMENTS FROM FIRST READING IN RED TEXT

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

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

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

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

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

PASSED:

James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

Sheila S. Luckett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

Samantha A. Burnett
City Attorney

ORDINANCE NO 2020-11

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

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

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

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

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

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

Planning & Zoning Department:

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

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

PW Comments:

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

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

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

WWUD Comments:

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

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

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

BE IT FURTHER ORDAINED

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

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

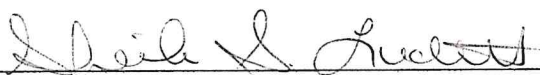
PASSED: 3/9/2020


Ed Hagerty, Mayor

FIRST READING: 2/10/2020

SECOND READING: 3/9/2020

ATTEST:


Sheila S. Lockett, MMC
City Recorder


Kenny Martin, City Manager

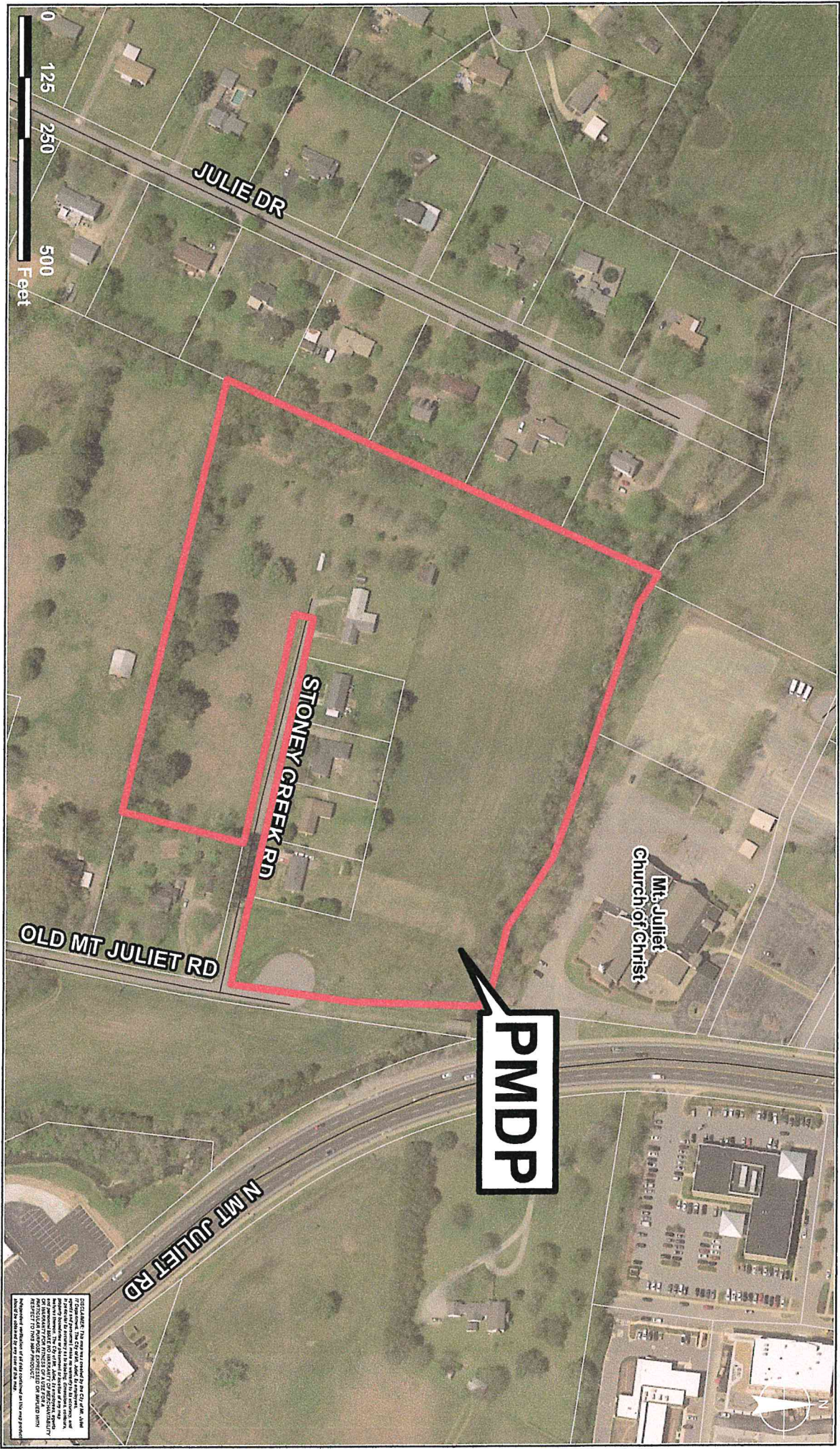
APPROVED AS TO FORM:



L. Gino Marchetti, Jr.
City Attorney

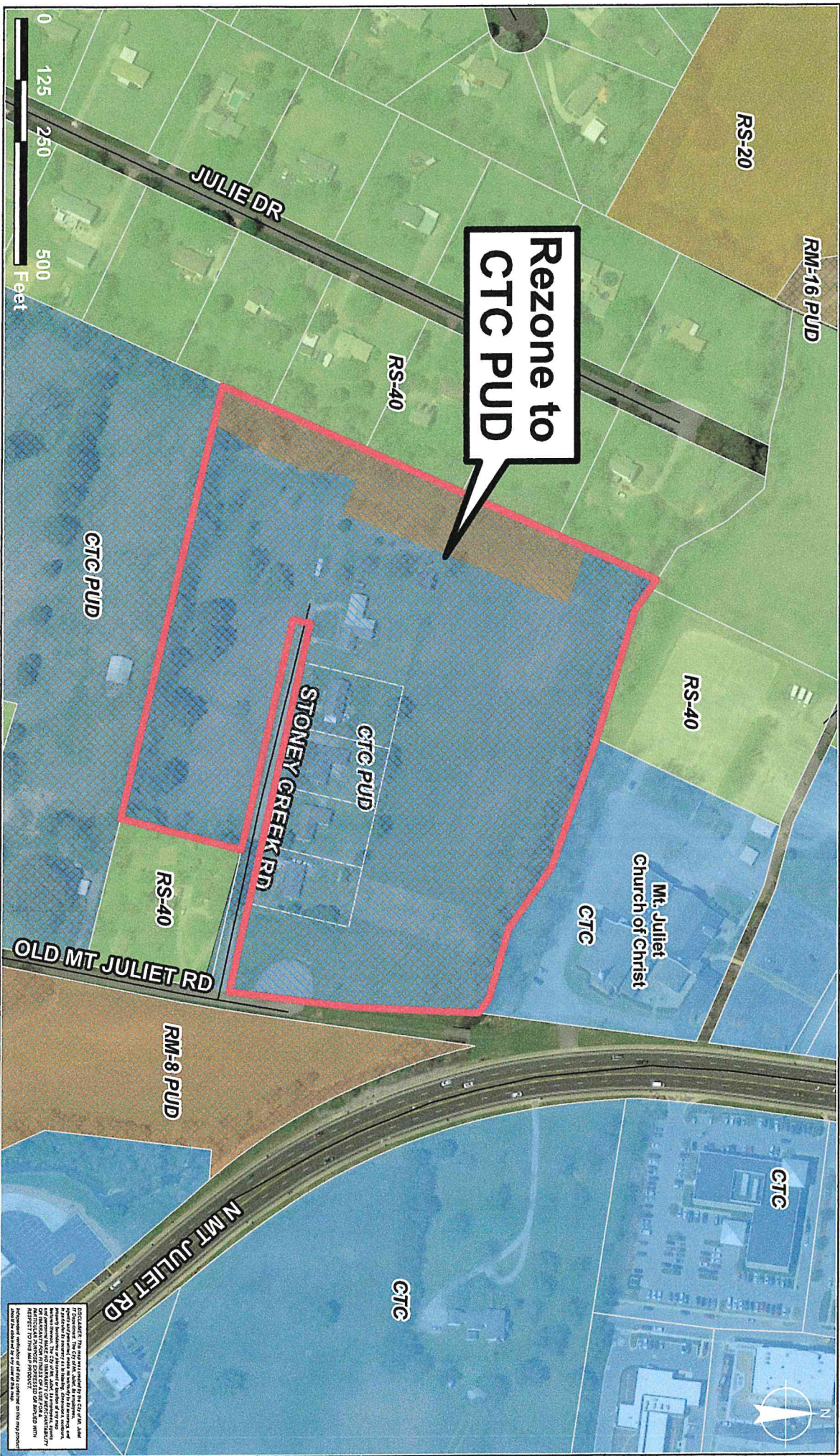


The District- PMDP Exhibit A





The District- Rezone Exhibit C



MEMORANDUM



Date: January 16, 2020

To: Luke Winchester, Chairman
and Planning Commission

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

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

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

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

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

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

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

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

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

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

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

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

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

Variances Requested: The plan lists three variances:

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

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

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

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

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

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

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

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

1. **Building Design:** The residential proposed buildings will be three stories and constructed of brick. The conceptual elevation for the Dog Daycare indicate 100% brick and/or stone as well. The plans include a note stating all elevations shall be 100% brick or stone. Maximum building height is 35'. Staff requests that all utility equipment be screened completely from view, regardless of where it is located. Utility meters shall be screened with bricked wall from public view. (see Bridgemill development for reference)

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

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

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

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

Planning & Zoning Department:

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

PW Comments:

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

WWUD Comments:

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

9. Unfinished Business

A. Ordinances - 2nd Reading

9.A.1. Ordinance 2020-11

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

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

Sponsor(s): Positive Recommendation

Questions and Discussion was held on the proposed greenway.

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

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

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

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

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

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

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

Vote on Amendment:

Yea: Giles, Justice, Maness, Milele

Nay: Hagerty

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

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

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

9.A.2. Ordinance 2020-12

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

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

Sponsor(s): Positive Recommendation

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

9.A.3. Ordinance

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

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

Sponsor(s): Positive Recommendation

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

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

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



Mt. Juliet, Tennessee

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

Staff Report

File #: 0763
10.A.

Agenda Date: 2/24/2025

Agenda #:

Title:

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

ORDINANCE NO.

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

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on February 24, 2025 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of July 18, 2024, and received a negative recommendation (5-1-1); and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the land use plan for the property from Low Density Residential to Medium Density Residential; and

WHEREAS, the property described herein is entirely within the Mt. Juliet urban growth boundary.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON FEBRUARY 24, 2025 as follows:

SECTION 1. – LAND USE PLAN AMENDMENT. The land use plan for the property described in Exhibit A is hereby amended from Low Density Residential to Medium Density Residential as shown in Exhibit A.

SECTION 2. – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a negative recommendation (5-1-1) in a regular meeting held on July 18, 2024.

SECTION 3. – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on February 24, 2025 at 6:15 p.m.

BE IT FURTHER ORDAINED

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

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

PASSED:

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

Samantha A. Burnett
City Attorney



MEMORANDUM

Date: July 18, 2024

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Silver Springs Ph. 8-13
LUA, AX, PMDP PUD Amendment
Map - 054
Parcel(s) – 045.00

Request: Submitted by Lose Design, on behalf of their client Universal builders, the applicant is requesting a PMDP PUD Amendment to include Phases 8-13 to the Silver Springs PUD. The project will be located off Benders Ferry Road.

Analysis: This is an amendment to the Silver Springs PMDP-PUD, to add the additional phases 8-13. Per the applicant, they are not requesting any changes to the PUD standards, only requesting via this amendment to have the additional phases meet the prior standards as approved. The property is 47.39 acres to the East side of Benders Ferry and North of Lebanon Road and will be an extension of the existing Silver Springs subdivision. The current zoning for the proposed parcel is Wilson County, A-1, Agricultural land. The applicant is seeking RS-20 zoning with a PUD overlay, to match the existing PUD overlay for Phases 1-7. The proposal is for approximately 96 lots. The City’s land use plan identifies the area as Low Density residential, therefore a Land use amendment for the RS-20 zoning will be required. Residential density proposed is 2.02 units per acre. The subject property is outside the city limits and will require annexation as well.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Silver Springs Ph. 8-13 Lose Design	Low Density Residential	Medium Density	A-1, Agriculture	RS-20 PUD

Future Land Use Plan: The City’s Future Land Use map identifies the property as Low density residential. Current surrounding land uses include medium density residential and thoroughfare commercial.

Zoning: The zoning is currently Wilson County A-1, Agriculture, and surrounding parcels include RS-15, CRC-Commercial Retail Center, and CG-Commercial General. The original phases of Silver Springs are zoned RS-15. The base zoning of RS-20, Medium Density Residential is subject to a Land Use Plan Amendment.

Findings: In reviewing the requested zoning actions, staff finds that the request DOES NOT agree with all of the following findings, as contained in the zoning ordinance. The proposed annexation and rezone:

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

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

Plan of Service: A plan of services is included.

Preliminary Master Development Plan, PUD Amendment: This is an amendment to the original Silver Springs (Phases 1-7) PUD, originally approved in approximately 2003. This plan has had several amendments throughout the course of its construction. The latest revision of the PUD, was in 2014. The intent of the current PUD amendment is to include additional phases, labeled 8-13 to the existing PUD, with no changes to the original bulk standards as previously approved. The noted differences, is a decrease in density, an increase in the overall lot size, and retention of the original setbacks of 20' front, 5'side/10' side corner and 15' rear. The addition of the new phases improves upon the original PUD.

Bulk Standards, 5.103: The development area consists of 47.39 acres, on which 96 lots are proposed. The property is currently undeveloped and abuts the existing Silver Springs Subdivision. The density proposed is 2.02 units/acre and Max density in RS-20 is 2.2 units/acre. The original minimum lot size under the PUD was 5,227 and average was 7,791. The amended PUD has a minimum lot size of 10,000 sf with an average of 11,000. There are no bulk waivers requested through this amendment.

Access: This subdivision is via an extension of Mill Cove and the applicant is requesting a several roadway variances, as explained below, which will include a request to only have one access point for the seven current and 96 proposed lots on this road. There will be no road stubs included within the new phases.

Amenities: Improved Open space constitutes approximately 3.32 acres of the development site or 7% of the PUD. Amenities proposed include an asphalt paved trail. The new phases proposed will have access to the existing amenities of the subdivision, which include a swimming pool, playground and an existing walking trail.

5-104.4 Residential Design Guidelines/Elevations: The elevations show a product with primarily all masonry materials. Staff requests additional architectural elements to be included to show the required two car garages separated via a masonry column, along with elevations showing the sides and rear architectural features of the proposed new homes. Conditions requested will include that driveways will be a minimum of 18' wide and 22' feet in depth from the back of the sidewalk. Additional conditions required will include, garage door and garage interior area requirements, as noted in 5.104.4.

Article 10 Landscaping: An amended landscape plan will be required at fmdp and preliminary plat submittal.

Other: The mail kiosk location is not shown, but is noted to be by the amenity center. The kiosk shall be covered and well lit. Critical lots are to be identified and corner lots are to identify the orientation of the homes and associated setbacks. A request for driveway locations has also been included within conditions located below. Amended HOA covenants are restrictions have been requested for review. Landscape buffers are located in open space and will be maintained by the HOA.

Waivers & Variances:

The following are requested-

1. To not build a sidewalk from the end of Lot 85 to Mill Cover connection as no sidewalk connection exists on this side of Mill Cove.- **STAFF DOES NOT SUPPORT. SIDEWALK CONNECTION IS REQUESTED TO BE PLACED.**
2. To have 20 lots on the cul-de-sac for Road B.- **STAFF SUPPORTS**
3. Have one access point for the 103 lots (7 lots already exist on Mill Cove from Phases 1-7, future expansion will add 96 additional lots)- **STAFF SUPPORTS.**
4. Length of Road B cul-de-sac be 750 ft, exceeding 700 ft requirement. – **STAFF SUPPORTS**
5. To disturb steep slopes. – **STAFF SUPPORTS**

Summary: This proposal will add 96 single family residential lots and associated improvements to be built in phases 8-13, to the existing PUD for the Silver Springs subdivision located on Benders Ferry Road. The City's land use plan does not support medium density residential in this area, as the future land use plan calls for low density residential, however the requested additional phases will be in accordance with the originally approved PUD standards.

Recommendation: Staff recommends sending the following conditions with the Planning Commission recommendation to the Board of Commissioners for the annexation, plan of services, land use amendment, rezone and preliminary master development plan for the Silver Springs, Phase 8-13 PUD amendment:

Planning Department:

1. The land use plan designation shall be medium density residential if approved.
2. The base zoning for the new phase shall be RS-20 if approved.
3. Bulk Standards shall be adhered to unless waivers are granted by the Board of Commissioners and Planning Commission.

4. All single family residential design standards (5-104.4) shall be adhered to excepting any waivers granted by the Planning Commission and Board of Commissioners.
5. All brick shall be clay, baked and individually laid.
6. All stone shall be individually laid.
7. Provide a development timeline.
8. Identify driveway locations, and confirm they will meet the 22 foot depth requirement from the garage door to the sidewalk.
9. Driveway must be a minimum of 18 feet in width.
10. Street facing garages shall include a double-wide driveway (minimum 18 ft) and must contain a minimum of a two door garage, with a 24" masonry column in between.
11. Provide decorative lighting throughout, and it shall be maintained by the HOA.
12. Landscape buffers shall be located in open space, not on individual lots, and maintained by the HOA.
13. Provide a tree preservation/planting plan, to preserve as many trees as possible in any natural buffers.
14. Blasting Restrictions: all blasting shall be reduced from 2 inches per second to 1 inch per second, reducing the charge by 50% from the state maximum. Certified letters shall be sent out to all property owners within 500 ft of the development's property line informing those residences they are entitled to pre and post blasting inspections. The blasting monitor shall hold a contract with the general contractor and not the blasting company.
15. Provide amended HOA covenants and restrictions showing additional phases for review. This shall include notes that the units are for sale only, and one entity may own no more than two units.
16. Provide orientation of homes on corner lots and clearly label setbacks accordingly.
17. Identify all critical façade lots. Provide different symbols for various critical lot features.
18. Call out the location of the mail kiosk, and provide colored elevations.
19. Provide details of what is to be included in the improved open spaces within the new phases.
20. Provided analysis of how open space and improved open space requirements (not just proposed and provided) for the entire Silver Springs PUD will be met with the addition of the new phases.
21. Update HOA covenants and restrictions, that the units in the subdivision will be for sale only.
22. Add to the HOA documents that no more than one entity or person shall own more than two units in the subdivision.

Engineering Department:

1. Provide stream buffer widths.
2. If wet ponds are used, aeration shall be provided.
3. All proposed roads shall meet City of Mt. Juliet design standards.
4. No onsite grinder systems or step systems are allowed for this development.
5. All sidewalks, trails, curb ramps, and crosswalks shall meet ADA compliance.
6. Staff will support variance #6 in a cut condition only.
7. A letter of approval from West Wilson Utility District will be needed prior to construction plan approval is issued.
8. Staff supports variance #4 based on the results of the traffic analysis.

9. Staff supports variances #3 & #5.
10. A raised crosswalk will be required at the mail kiosk area on Road A if the south sidewalk is not being extended. Please provide a standard detail.
11. A “NO OUTLET” sign shall be installed off the Mill Cove Connection.
12. Adequate intersection sight distance shall be required for all intersections within the site. Sight distance profiles will be required with construction drawings.
13. All cul-de-sac turnarounds shall comply with the City’s standard drawings. Dimensions for the turnarounds will be required with construction drawings.
14. Sidewalk should be constructed on the north side of Road A to connect to the current proposed terminus for Phases 1-7. The plan included in this submission does not show sidewalk around the turnabout.
15. ADA compliant curb ramps are required at all intersections. Pedestrians should be directed to cross in front of where vehicles are stopped.
16. All driveways shall comply with Mt. Juliet ST-313 and TDOT Highway System Access Manual guidance for residential driveways with curb and gutter. The maximum proposed grades for driveways shall be provided.
17. Provide a standard detail for the raised crosswalk.
18. As a PUD amendment, staff recommends a 6’ frontage sidewalk along Benders Ferry Road with a grass strip.

Wilson County Schools:

1. No Comments Provided

West Wilson Utility District:

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

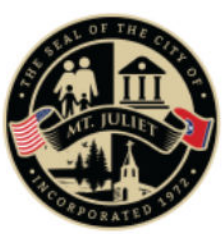
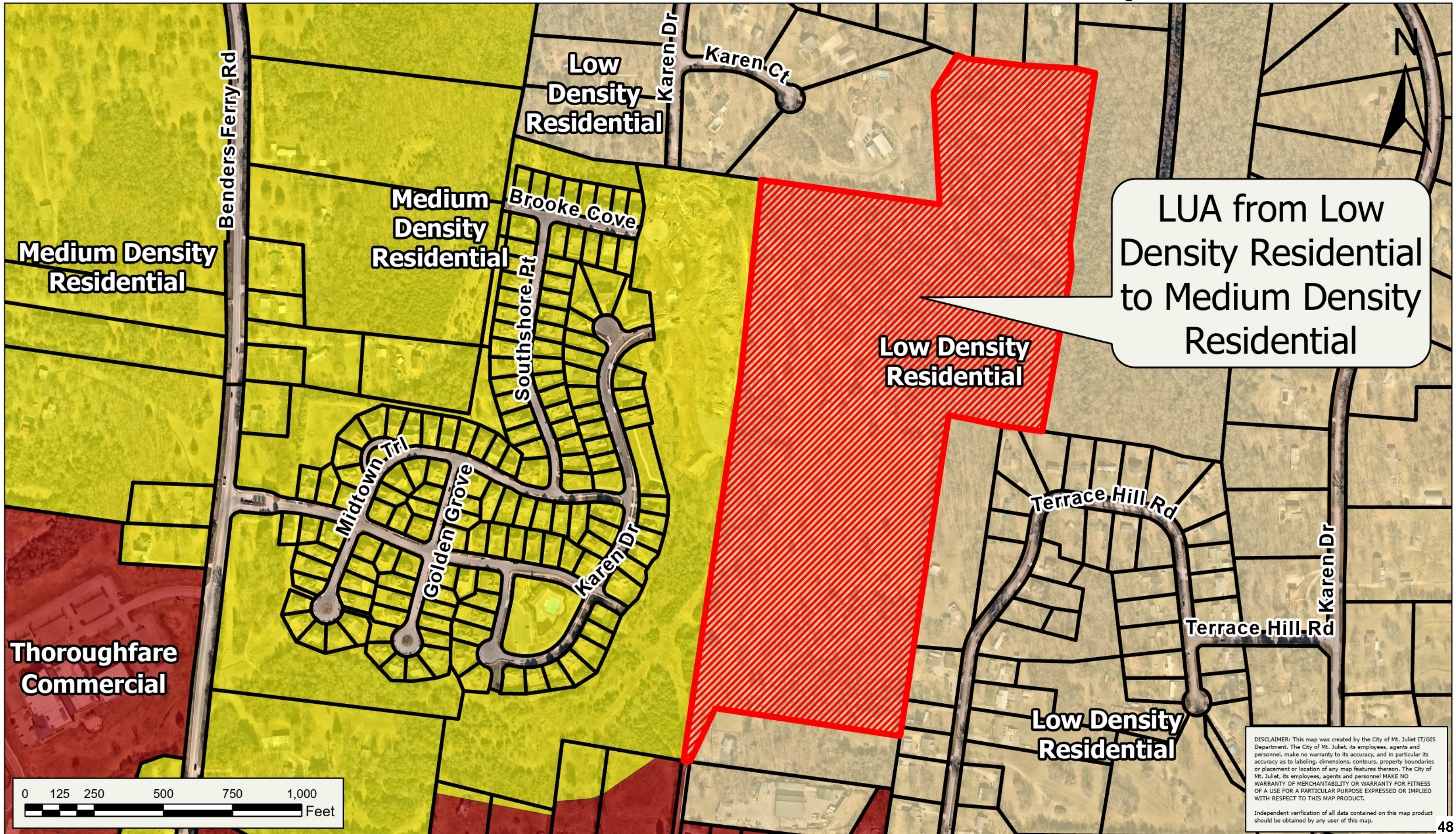


Exhibit A- LUA

Silver Springs Ph. 8-13 Map 054, Parcel 45



DISCLAIMER: This map was created by the City of Mt. Juliet IT/GIS Department. The City of Mt. Juliet, its employees, agents and personnel, make no warranty to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries or placement or location of any map features thereon. The City of Mt. Juliet, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF A USE FOR A PARTICULAR PURPOSE EXPRESSED OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT.
Independent verification of all data contained on this map product should be obtained by any user of this map.

Cost of Publication



104.90

NOTICE OF PUBLIC HEARING

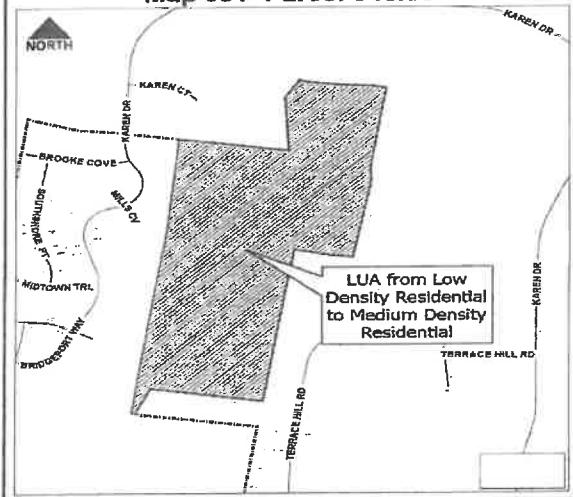
The Mt. Juliet Board of Commissioners will hold a Public Hearing on February 24, 2025, at 6:15 PM, and First Reading at 6:30 PM at City Hall, 2425 N. Mt. Juliet Road, to consider the following:

Land Use Map Amendment - Silver Springs Ph. 8-13 Map 054 Parcel 045.00

Additional information may be obtained by contacting the Planning Department at 615-773-6283 located at 115 Clemmons Rd.

The public is invited to attend/comment.

**Silver Springs Ph. 8-13
9621 Lebanon Rd
Map 054- Parcel 045.00**



STATE OF TENNESSEE County of Wilson

Personally appeared before me,

Shelley K. Satterfield

A Notary Public of Sumner County, Tennessee, Dave Gould, who being first duly sworn, made oath that he is President of *The Chronicle of Mt. Juliet*, and that the hereto attached publication appeared in the same on the following dates:

01-22-2025

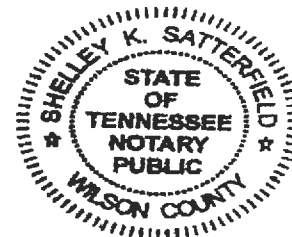
Dave Gould

Dave Gould, President
Subscribed and sworn to before me
on the date of:

01-22-2025

Shelley K. Satterfield

OCTOBER 28 2028





Mt. Juliet, Tennessee

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

Staff Report

File #: 1068
11.A.

Agenda Date: 2/24/2025

Agenda #:

Title:

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

RESOLUTION __-2025

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

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

WHEREAS, the Lynwood Station Development plans to construct an intersection improvement project at the intersection of Clemmons Road and E. Division Street and install a greenway crossing of the railroad tracks (“Project”) and for said Project to be constructed it will be necessary for R.J. Corman to relocate its facilities and modify the railroad crossing protection system; and

WHEREAS, R.J. Corman has provided the City of Mt. Juliet with a preliminary engineering agreement in order to proceed with engineering and design services for the relocation and modification of the railroad facilities, for which the City will be responsible for reimbursing R.J. Corman for engineering expenses; and

WHEREAS, the parties wish to enter into an agreement to provide design services for the relocation of said facilities.

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

Section 1. The Board of Commissioners approves the Agreement with R.J. Corman.

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

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

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

RESOLUTION _-2025

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

PASSED:

FIRST READING:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenneth Martin, City Manager

Samantha A. Burnett
Attorney

RESOLUTION __-2025

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

Executive Summary

- The project: Constructing turn lanes on Clemmons Road at the intersection of E. Division Street and installing a greenway crossing of the railroad tracks.
- Contract: R.J. Corman has provided the City of Mt. Juliet with a preliminary engineering agreement in order to proceed with engineering and design services for the relocation and modification of the railroad facilities, which the estimate is in the amount of \$21,742.80.
- Funding: The City has budgeted for this in the current capital project budget, so no budget amendment will be necessary.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (the “Agreement”) is made as of February 12, 2025, by and between R.J. Corman Railroad Company/Nashville and Eastern Railroad Line, with its principal place of business at PO Box 788, 101 R.J. Corman Drive, Nicholasville, KY 40356 (“RJC”) and The City of Mt. Juliet, Tennessee, with an address of 2425 N. Mt. Juliet Road, Mt. Juliet, TN 37122 (“Agency”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed road widening project crossing RJC tracks at Railroad Mile Post 17.75, DOT #348715L at Clemmons Road in Mt. Juliet, Wilson County, Tennessee (the “Project”).
2. Agency has requested that RJC proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of RJC, which approval may be withheld for any reason directly or indirectly related to safety or RJC operations, property or facilities, the Project is to be constructed, if at all, at no cost to RJC, under a separate construction agreement to be executed by the parties at a future date.

NOW THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

1.1 Generally. The work to be done by RJC under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for RJC’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to RJC by Agency for the Project (collectively, the “Engineering Work”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige RJC to perform work which, in RJC’s opinion, is not relevant to RJC’s participation in the Project.

1.2 Effect of RJC Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “Plans”), RJC signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy RJC’s requirements. RJC expressly disclaims all

other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute RJC's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or RJC operations, property or facilities. The Project, if constructed, is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of RJC Expenses

3.1 Reimbursable Expenses. Agency shall reimburse RJC for all costs and expenses incurred by RJC in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by RJC pursuant to applicable law (collectively, the "Reimbursable Expenses").

3.2 Estimate. RJC has estimated the total Reimbursable Expenses for the Preliminary Engineering phase of the Project to be approximately \$21,742.80 (the "Estimate" as amended or revised). In the event RJC anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. RJC may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3 Payment Terms

3.3.1 Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with RJC a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay RJC for Reimbursable Expenses in the amount set forth in **RJC Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If RJC anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, RJC will request an additional deposit equal to the then remaining Reimbursable Expenses which RJC estimates that it will incur. RJC shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2 Following completion of all Engineering Work, RJC shall reconcile the total Reimbursable Expenses incurred by RJC against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to RJC the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty

(30) days following delivery to Agency of the final invoice. RJC will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

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

3.4 Effect of Termination. Agency's obligation to pay RJC Reimbursable Expenses in accordance with this Section 3 shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to RJC that: (i) Agency has obtained appropriations sufficient to reimburse RJC for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify RJC in the event that Agency is unable to obtain such additional appropriations.

5. Termination

5.1 By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to RJC. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of such notice to RJC or such later date designated by the notice.

5.2 By RJC. RJC may terminate this Agreement (i) as provided pursuant to Section 3.3.3, or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from RJC to Agency of such breach.

5.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section 5 or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse RJC pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by RJC to discontinue the Engineering Work and all other costs of RJC incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay RJC for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, RJC's only remaining obligation to Agency shall be to refund to Agency payments made to RJC in excess of Reimbursable Expenses in accordance with Sections 2 and 3.

6. Subcontracts. RJC shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to RJC: Cara Sparkman
Director of Contracts and Real Estate
PO Box 788, 101 RJ Corman Dr
Nicholasville, KY 40356
cara.sparkman@rjcorman.com

If to Agency: James Maness
Mayor
2425 N. Mt. Juliet Road,
Mt. Juliet, TN 37122

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

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

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

11. Applicable Law. This Agreement shall be governed by the laws of the state of Kentucky, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Jessamine County, Kentucky, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Jessamine County, Kentucky.

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

THE CITY OF MT. JULIET, TENNESSEE

By: _____

Name: _____

Title: _____

R.J. CORMAN RAILROAD/NASHVILLE AND
EASTERN RAILROAD LINE

By: _____

Cara Sparkman

Director of Contracts and Real Estate

RJC Schedule PA

(Advance Payment – Preliminary Engineering Agreement)

PAYMENT SUBMISSION FORM

*Payment is hereby provided in accordance with the terms of Section 3.3 of the Agreement dated _____ between Agency and RJC.

1. A copy of this Payment Submission Form shall accompany all payments delivered by Agency to RJC which shall be forwarded to the following address:

**R.J. Corman Railroad Company
PO Box 788
Nicholasville, KY 40340
Attn: Cara Sparkman**

2. Email copies of check and this form to cara.sparkman@rjcorman.com and Katherine.byrd@rjcorman.com

Upon execution and delivery of this Agreement by Agency, Agency will remit payment in accordance with Section 3.3.1 of this Agreement.

(All information below to be completed by Agency providing payment)

Check No.	Payment Amount	Payment Date
_____	_____	_____

*Date: _____ By: _____

Name: _____

Title: _____

Phone: _____

Email: _____



Mt. Juliet, Tennessee

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

Staff Report

File #: 1079
11.B.

Agenda Date: 2/24/2025

Agenda #:

Title:

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO INCLUDE IN THE
FISCAL YEAR 25-26 BUDGET THE COST TO REPAIR THE RAILROAD
CROSSING ON N. MT. JULIET ROAD**

Resolution

A RESOLUTION AUTHORIZING THE CITY MANAGER TO INCLUDE IN THE FISCAL YEAR 25-26 BUDGET THE COST TO REPAIR THE RAILROAD CROSSING ON N. MT. JULIET ROAD

Whereas, The City of Mt. Juliet Board of Commissioners authorize the City Manger to include in the FY 25/26 Budget the cost to repair the railroad crossing on N. Mt. Juliet Road

Whereas, the city desires to have a smooth and safe railroad crossing for all residents and those that travel north and south on N. Mt. Juliet Road.

Whereas, the north and south bound lanes will be closed for repairs at a time that traffic is anticipated to be low.

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

1. The City Manager is authorized to include the cost of repair to the railroad crossing on N. Mt. Juliet Road. The repairs will be completed by RJ Corman while the north and south bound lanes are closed to expedite the repair.

PASSED:

Mayor

James Maness,

ATTEST:

Sheila Lockett, MMC
City Recorder

Kenneth D. Martin, City Manager

APPROVED AS TO FORM:

Samantha A. Burnett
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 1080
11.C.

Agenda Date: 2/24/2025

Agenda #:

Title:

A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT ABANDONED PROPERTY SALE PROCEED TO BE DISTRIBUTED AS ALLOWED BY LAW

RESOLUTION - 2025

**A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT
ABANDONED PROPERTY SALE PROCEED TO BE DISTRIBUTED AS ALLOWED
BY LAW**

WHEREAS, the City of Mt. Juliet Police Department has certain unclaimed property that pursuant to TCA 66-29-139 has been declined by the State; and

WHEREAS, the City has performed its due diligence in attempting to return the items to the owner; and

WHEREAS, the Police Department has conducted an appropriate advertised auction awarding the sale to the highest bidder for cash; and

WHEREAS, the City is required by law to either destroy the property, use the proceeds from the sale or donate the proceeds of allowable sale items to a nonprofit agency; and

WHEREAS, the Police Department will donate the proceeds to a local non-profit agency; and

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

1. The property has been declared to be abandoned property.
2. The proceeds from the sale of said property shall be donated to a local non-profit agency.

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett
City Attorney



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Declare 246 items of Property as Abandoned and/or Unclaimed Property

- 1) Who: Mt. Juliet Police Department
- 2) What: Request declaration that 246 items of property (detailed in attached 6-page spreadsheet) as Abandoned and/or Unclaimed. The 246 items have met or exceeded the Mt. Juliet Police Department's time allowance for found and/or unclaimed property.
- 3) When: Immediately
- 4) Where: Mt. Juliet City Limits
- 5) Why: In accordance with State Law (TCA 66-29-115) any found, unclaimed, or abandoned property must be declared as abandoned and/or unclaimed by the Board of Commissioners. All unclaimed drugs will be destroyed. Depending on the condition of the other items listed, some may be placed on a public auction site, others will be disposed of and/or destroyed.
- 6) Costs: N/A
- 7) Line Item: N/A

Staff Recommendation: Chief Michael Mullins has provided a positive recommendation.

Prepared by: Jessica Barnett

Date 02/18/2025



MT. JULIET POLICE DEPARTMENT

February 18, 2025

Dear Chief Mullins,

I have attached a 6-page spreadsheet with a list of 246 items that have met or exceeded the Mt. Juliet Police Department's time allowance for Found and/or Unclaimed Property. The owners, if known, were notified by mail and/or phone. The money listed will be turned over as Unclaimed to the State of Tennessee Treasury Department before the October deadline. All unclaimed drugs will be destroyed. Depending on the condition of the other items listed, some may be placed on a public auction site, others will be disposed of and /or destroyed. Due diligence has been performed where applicable, and I have received authorization from the officer over each case to consider the items abandoned. The Mt. Juliet Police Department now classifies these items as Abandoned Property.

With your permission, and the approval of the City of Mt. Juliet Board of Commissioners, I will dispose of the Abandoned Property in accordance with TCA 66-29-115 (b) (g)

Jessica Barnett - MJPD Property & Evidence Coordinator

02/18/2025

Date

Michael Mullins - Chief of Police

02/18/2025

Date

	CASE #	TAG #	DESCRIPTION
1	200018293	20079317	TN DRIVERS LICENSE
2	200018395	20082764	COACH HANDBAG
3	200018518	20082869	DEBIT CARD
4	200018650	20083777	FOLDING KNIFE
5	200018732	20095721	1 MACHETE, 1 FIXED BLADE, 2 FOLDING POCKET KNIVES
6	200019011	20091900	TN D/L
7	200019011	20099559	DEBIT CARD
8	200019630	20113858	REGIONS BANK DEBIT CARD
9	200019630	20116889	GREEN DOT PRE-LOADED CARD
10	200019630	20117765	DIXIE LINE CREDIT UNION DEBIT CARD
11	200019672	20114739	CONNECTICUT VALLEY ARMS INC.
12	200020230	21012125	CHILDREN'S MERCHANDISE
13	200020230	21012260	INSTAX
14	200020230	21017660	HOME DECORATIONS
15	200020230	21019926	CHILDREN'S MERCHANDISE
16	210000058	21014758	ACURA KEY FOB
17	210002929	21071950	MK45 BB GUN
18	210002929	21075986	DAISY POWERLINE BB GUN
19	210005116	21122479	9MM AMMUNITION
20	210005116	21126380	SMITH & WESSON SD9 VE
21	220003014	23042405	KENT DUAL SUSPENSION MOUNTAIN BIKE
22	220004485	22104145	9MM LUGER
23	220004485	22106481	MOSSBERG MC1SC PISTOL
24	230000500	23014742	MCM BELT
25	230000500	23019164	SMART WATCH
26	230000648	23026196	TREK ROAD BIKE
27	230001085	23037701	MOTOROLA MOTO G PURE
28	230001353	23044291	HUFFY SIENNA
29	230001571	23045229	CREDIT/DEBIT CARDS
30	230001571	23049098	MISC CREDIT/DEBIT CARDS
31	230001638	23045827	CANIK TP9 ELITE SC
32	230001638	23046782	9MM LUGER ROUNDS
33	230001737	23047842	SHOE/GLASSES
34	230001792	23041182	UT KEY W/ KEYCHAIN
35	230001816	23049870	MICHAEL KORS PURSE
36	230002079	23053792	.357 ROUNDS
37	230002079	23058530	GLOCK 13 GEN 4 PISTOL
38	230002346	23055100	GA DRIVER'S LICENSE
39	230002346	23057693	TENNESSEE DRIVER'S LICENSE
40	230002416	23057838	SMALL HAND HELD GARDENING SPADE
41	230002468	23052275	AMERICAN TOURIST SUITCASE
42	230002640	23057105	GREEN DOT DEBIT CARD
43	230002640	23057486	SOUTH CAROLINA DRIVER'S LICENSE
44	230002644	23056809	IPAD
45	230002644	23059503	DARK BLUE SMART PHONE
46	230003024	23064129	.22 CAL LONG RIFLE BULLETS

47	230003044	23061963	CREDIT/DEBIT CARDS
48	230003044	23065330	TENNESSEE DRIVERS LICENSE
49	230003044	23066374	LOUIS VUITTON PURSE
50	230003066	23069642	0.38 AMMUNITION
51	230003131	23064830	PHONE CASE, EAR BUDS, POWER CORD
52	230003257	23066942	BACKPACK/FIRST AID KIT
53	230003631	23071080	RIGID HAND TOOL
54	230003631	23071730	DEWALT BAG W/ MISC HARDWARE 2
55	230003631	23071762	DEWALT BAG W/ MISC HARDWARE 1
56	230003631	23071780	SKILLSAW RECIPROCATING SAW
57	230003631	23072099	METABO NAIL GUN
58	230003631	23072238	DEWALT CORDLESS DRILL
59	230003631	23072530	CRAFTSMAN LARGE SOCKET SET
60	230003631	23072691	METABO NAIL GUN
61	230003631	23073215	DEWALT BATTERY CHARGER
62	230003631	23073492	MAKITA GRINDING WHEEL
63	230003631	23073516	DEWALT IMPACT COORDLESS DRILL
64	230003631	23073858	DEWALT ELECTRIC SANDER
65	230003631	23073889	RYOBI ANGLE GRINDER
66	230003631	23074303	DEWALT BAG W/ DRILL BITS AND PLIERS
67	230003631	23074456	DEWALT IMPACT COORDLESS DRILL
68	230003631	23075087	DEWALT CORDLESS DRILL W/ BATTERY
69	230003631	23076857	DEWALT IMPACT COORDLESS DRILL
70	230003631	23076949	RIGID ROUTER
71	230003631	23078200	DEWALT ELECTRIC SANDER
72	230003631	23078570	DREMEL DREMEL 3000
73	230003631	23078721	DEWALT DEWALT BAG W/ MISC HAND TOOLS AND TAPE MEASURES
74	230003631	23078781	DEWALT JIG SAW
75	230003631	23078955	DEWALT DRYWALL SCREWDRIVER
76	230003631	23079081	DEWALT ELECTRIC SANDER
77	230003631	23079428	DEWALT SAWSALL
78	230003631	23079662	CRAFTSMAN SAW
79	230003631	23079759	DEWALT IMPACT CORDLESS DRILL
80	230004450	23087872	MONEY BAG
81	230004543	23088097	TENNESSE DRIVER'S LICENSE
82	230004928	23082689	WHITE GOLD RING WITH SMALL DIAMONDS
83	230005526	23093105	BLAZER 9MM AMMUNITION
84	230005526	23099533	HIGH POINT C9
85	230005590	23091091	BLACK GLOCK MAGAZINE 47574
86	230005590	23098769	TEN 9MM BULLETS
87	230005597	23093811	ANDERSON MANUFACTURING AM-15 MULTI CAL
88	230005882	23106274	COPPER BLANKS
89	230006236	23102759	T-MOBILE CELL PHONE
90	230006274	23101851	BLACK PURSE
91	230006524	23114013	BROWN LEATHER BRIEFCASE
92	230006912	23111418	AL FAYOUZ SUITCASE
93	230007041	23121702	REGIONS BANK CHECKBOOK W/ LEATHER CASE

94	230007144	23123297	APPLE AIRPODS
95	230007145	23123280	CINTAS BEIGE COLOR HOODED JACKET
96	230007156	23126727	2 APPLE I WATCHES, 2 AIR PODS, 1 GOLD CHAIN
97	230007177	23126413	APPLE IPAD
98	230007441	23126972	TREK BICYCLE
99	230007441	23128045	KEYCARD
100	230007441	23129780	GAS GRILL
101	240000080	24016539	KIDS BICYCLE
102	240001490	24038260	REGIONS BANK CHECK BOOK
103	240001490	24038875	MOLLE ADMIN POUCH
104	240001566	24036254	BLACK WALLET
105	20140006197	20140002251	1 KWA AIRSOFT RIFLE MAGAZINE
106	20140006197	20140002252	1 PAIR BLACK MESH GOGGLES
107	20140006197	20140002253	1 ELGIN WATCH, 1 CARBON WATCH, 1 CHARLES RAYMOND WATCH
108	20140006197	20140002254	1 BLACK & WHITE MESH FACEMASK
109	20140006197	20140002255	1 HANDYCAM, 1 CAMERA, 8 CONNECTORS, 1 CABLE, 1 CAMERA BAG
110	20140008979	20140004082	\$20 FOUND IN TRUNK
111	20140030061	20140014456	BOOT KNIFE AND SCABBARD
112	20160019939	20190009066	BICYCLE
113	20160024233	20160010855	BK&T KA-BAR KNIFE W/HOLSTER
114	20160025453	20160011381	MARLIN .22 CAL RIFLE
115	20170001227	20170000752	17 ROUNDS OF 12 GAUGE SHOTGUN SHELLS
116	20170009321	20170003732	PEPPER SPRAY & TASER
117	20170010460	20170004569	45 CAL ROUNDS & 380 ROUNDS
118	20170012364	20170004896	SPRINGFIELD XD WITH HOLSTER AND MAGAZINE
119	20170012364	20170004898	12 9 MM BULLETS
120	20170016585	20170006697	S & W KNIFE. BLACK & GREEN POCKET KNIFE
121	20170017037	20170006842	1 PILL BOTTLE OF TIZANIDINE
122	20170017037	20170006843	BLACK ANDROID COOLPAD PHONE
123	20170019679	20170008000	1 BLACK BACKPACK
124	20170025124	20170009977	BLACK LG PHONE
125	20170025124	20170009978	FOLDING KNIFE WITH CASE
126	20170025124	20170009979	GARMIN GPS WITH CHARGER
127	20170025124	20170009980	LOFT CHANGE PURSE WITH \$3.89 IN CHANGE INSIDE
128	20170025124	20170009981	CASH BOX COMBINATION BANK WITH \$10.02
129	20170025124	20170009982	BLACK LEATHER CD HOLDER W/ CDS
130	20170025124	20170009983	AMEX GIFT CARD
131	20170026567	20170010722	KEYS, SILVER PENDANT, CARBINER
132	20170027889	20170011234	PEN, NAUSEAU PILLS, KEYS, BOX CUTTER, CHAP STICK, \$0.97 COINS
133	20170030214	20170012566	INSURANCE CARD & VEHICLE REGISTRATION
134	20170031712	20170012889	WOODEN BASEBALL BAT
135	20180000523	20180000334	7 - 40 CAL ROUNDS
136	20180002956	20180001691	RED BAG
137	20180003072	20180001308	WALLET WITH D/L
138	20180004128	20180001928	FN HERSTAL 9MM PISTOL & MAGAZINE
139	20180004128	20180001977	5 - 9MM ROUNDS OF AMMO
140	20180007981	20180003373	MAGAZINZE W/ 9 .40 ROUNDS

141	20180007981	20180003374	3 PILL BOTTLES
142	20180008120	20180003657	1 SPRINGFIELD MAGAZINE
143	20180008120	20180003658	16 ROUNDS OF 9MM AMMO
144	20180009285	20180003869	10 INDIVIDUALLY PACKAGED JEWELRY ITEMS
145	20180014926	20180006088	BROWN LEATHER WALLET
146	20180016030	20180006490	SAMSUNG GALAXY NOTE 5
147	20180017236	20180006858	1 BLACK DICKIES WALLET
148	20180017236	20180006859	2 GREEN DOT VISA CARDS
149	20180017236	20180006860	1 TURBO VISA CREDIT CARD
150	20180017236	20180006861	1 TN ID FOR SELENA WATSON
151	20180017236	20180006862	1 TN ID FOR QUENTIN FUNKHOUSER
152	20180017236	20180006863	1 VISA CREDIT CARD
153	20180018357	20180007510	30 TIES
154	20180018357	20180007511	TIE RACK
155	20180018357	20180007512	BOX OF AA BATTERIES
156	20180019024	20180007759	COLD STEEL
157	20180023129	20180009640	S&W FOLDING POCKET KNIFE
158	20180025158	20180010462	7 .45 HOLLOWPOINT AMMO ROUNDS
159	20180026416	20180011040	TENNESSEE DRIVERS LICENSE
160	20180027124	20180011315	TN STATE ID
161	20180027696	20180011591	SAMSUNG GALAXY S8 PLUS
162	20180027696	20180011592	CRICKET LG PHONE
163	20180027696	20180011593	IPHONE 4
164	20180027696	20180011594	CRICKET LG PHONE
165	20180028929	20180012059	TN DL
166	20180029062	20180012139	SAMSUNG CELL PHONE
167	20180029778	20180012674	SD FROM CAR VIDEO OF CRASH
168	20180030037	20180012673	ORANGE GERBER KNIFE
169	20180036174	20180015966	TEMP LICENSE PLATE & CRASH REPORT
170	20180039491	20180016862	KEYS TO KIA SOUL
171	20180039491	20180016863	UMBREX BB GUN
172	20180039491	20180016864	BB GUN MAGAZINE
173	20180039491	20180016866	4 DL'S
174	20180041158	20190000068	RUGER 9E 9MM PISTOL, MAGAZINE, & HOLSTER
175	20180041158	20190000069	1 SCCY CPX2 9MM PISTOL, FACTORY BOX WITH MAGAZINES & ACCESSORIES
176	20180041158	20190000072	10 ROUNDS OF 9MM HOLLOW POINT AMMO
177	20190001512	20190000895	STERLING MARK II .380 HANDGUN (W/ MAGAZINE)
178	20190001512	20190001053	R-P .380 AMMUNITION (8 ROUNDS)
179	20190002166	20190003225	ZTE MODEL 2839
180	20190003848	20190001959	5 ROUNDS OF 9MM AMMO
181	20190004311	20190002506	TN DL
182	20190004398	20190002304	DL & INSURANCE CARD
183	20190007664	20190003975	LARGE PURSE WITH PERSONAL ITEMS
184	20190008272	20190004238	PURSE WITH MISC ITEMS
185	20190009759	20190005912	2 CELL PHONES
186	20190009867	20190004783	WALLET
187	20190010194	20190004970	GREEN CROWN ROYAL BAG CONTAINING \$2.29 IN CHANGE

188	20190010471	20190004899	33 STRAIGHT TALK PHONE CARDS
189	20190016840	20190007687	CONNECTICUT VALLEY ARMS .410 GA
190	20190017611	20190008088	1 BAG OF MISC CLOTHES
191	20190018469	20190008387	1 BAG OF MISC ITEMS
192	20190019830	20190009099	TAURUS PT111 (9MM)
193	20190022570	20190010282	SHIRT AND SOCK
194	20190023174	20190010853	RX BOTTLE
195	20190024263	20190011136	TAURUS PT111 G2 9MM PISTOL, MAGAZINE, & HOLSTER
196	20190026029	20190011808	SAMSUNG ZTE SMARTPHONE& BAG CONTAINING KNIFE
197	20190026182	20190013052	2 JOURNALS
198	20190026481	20190012089	AMMO BOX & 143 ROUNDS OF AMMO
199	20190026481	20190012257	LIGHT BLUE BLANKET
200	20190026492	20190011798	US CURRENCY EQUIVALENT TO \$0.36
201	20190028676	20190012794	TN LICENSE PLATE
202	20190030024	20190013421	ROOMBA 890
203	20190030024	20190013422	TREKZ AIR WIRELESS HEADPHONES
204	20190032953	20190014988	2 DL
205	20190033217	20190015678	BLACK IPHONE
206	20190033217	20190015679	WHITE IPHONE
207	20190034797	20190015775	D/L
208	20190035159	20190015862	ITAL BRAIN BOOSTER
209	20190035166	20190016030	KEY TO 401 WATERBROOK DR
210	20190036981	20190016773	BLACK KNIFE
211	20190037096	20190017207	1 KEY ON KEYCHAIN WITH CARABINER
212	20190037386	20190017281	PERSONAL BANK CARDS & CLOTHING ITEMS IN BLACK BAG
213	20190037386	20190017282	BOX W/ ONYX STUDIO 6 SPEAKER
214	20190037386	20190017283	16 MISC ITEMS IN BROWN PAPER BAG
215	20190038103	20190017623	BLACK POCKET KNIFE
216	20190039052	20190018024	7 LOOSE CHECKS, DL & VISA CARD
217	20190039052	20190018025	7 CHECKBOOKS
218	20190039052	20190018026	BANK CARD
219	20190039052	20190018027	CREDIT/ DEBIT CARD
220	20190039052	20190018028	DRIVERS LICENSE
221	20190039052	20190018029	EBT CARD
222	20190042781	20190019458	KEYS TO 2011 CHEVY SILVERADO
223	20190043471	20200000137	MACHETE
224	20190043471	20200000138	HUNTING KNIFE
225	20190043471	20200000139	CURVED KNIFE
226	20200000239	20200000258	CAR KEY WITH KEY FOB
227	20200000434	20200000620	ORANGE MAKEUP BAG
228	20200000730	20200000637	SOCIAL SECURITY CARD
229	20200000730	20200000641	WALLET WITH NO ID INSIDE
230	20200000847	20200000656	LICENSE PLATE 2A84K8
231	20200001998	20200001515	T SHIRT
232	20200005874	20200003344	TN ID
233	20200006479	20200003475	TN ID
234	20200006718	20200003989	S&W TOP BREAK 38S&W CTG REVOLVER

235	20200006718	20200003990	NORTH AMERICAN ARMS .22 CAL REVOLVER
236	20200006840	20200003473	BOX CUTTING KNIFE
237	20200008082	20200003993	2 FIXED BLADE KNIVES
238	20200008082	20200003994	CO2 BB PISTOL
239	20200008082	20200004004	MACHETE
240	20200008572	20200004249	LICENSE PLATE
241	20200009132	20200004400	DRIVERS LICENSE
242	20200010229	20200004726	CELL PHONE
243	20200010797	20200005484	WALLET
244	20200012722	20200006226	DRIVERS LICENSE
245	20200013453	20200005985	BB GUN, MAGAZINE, PELLETS
246	20200018046	20200007779	PAYPAL DEBIT & NETSPEND DEBIT CARD