



# Mt. Juliet, Tennessee

## Board of Commissioners

### Agenda

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

---

**Monday, November 13, 2023**

**6:30 PM**

**Commission Chambers**

---

**Public Hearing 6:15 PM**

**A. Public Hearing Notice**

**0404**

**Sponsors:** Board of Commissioners, City Manager Kenny Martin

**Attachments:** [11-13-23 2nd Reading Items](#)

- Amend Part B of the Unified Development Code of the City of Mt. Juliet, Tennessee, known as The Zoning Regulations (Ordinance 2001-29), Adopted October 8, 2001, as Amended, by Amending Section 2-103, Definitions of Land Use Activities, Section 3-103, Detailed Activity Listing and Section 6-102, Uses and Structures, to Permit Breweries and Microbreweries in Select Commercial Districts.
- Approving the request to DENY sewer service to the Mt. Juliet Sewer System made by the developer of WMAN Subdivision of 9911 Central Pike, Map 99, Parcels 009.06 & 010.00
- Amend the Fiscal Year 2023/2024 Budget, Ordinance 2023-24 to appropriate additional funds for the City of Mt. Juliet Special Census

**1. Call to Order & Declare a Quorum Present**

**2. Set Agenda**

**3. Invocation & Pledge of Allegiance**

**4. Approval of Minutes**

**4.A. Approval of 10/23/23 Minutes**

**0415**

**Sponsors:** Board of Commissioners, City Manager Kenny Martin

**Attachments:** Minutes 10-23-23

**5. Citizens Comments**

**6. Commissioner Reports & Comments**

**7. City Manager's Report**

**8. Unfinished Business Consent Agenda Items Ordinances 2nd Reading**

- 8.A.** AN ORDINANCE APPROVING THE REQUEST TO DENY SEWER SERVICE TO THE MT. JULIET SEWER SYSTEM MADE BY THE DEVELOPER OF WMAN SUBDIVISION OF 9911 CENTRAL PIKE, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 99, PARCELS 009.06 & 010.00 **0348**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [9911 Central Pike Sewer OOC Sewer ORD](#)  
[Sewer Availability MWAM Subdivision](#)  
[2020.03.23 9911 Central Pike Sewer - Exec Summary](#)  
[2023.09.21 9911 Central Pike - PC Staff Report](#)

**Legislative History**

9/21/23	Planning Commission	**negative recommendation to the Board of Commissioners
10/23/23	Board of Commissioners	recommended for approval to the Board of Commissioners

- 8.B.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE ADDITIONAL FUNDS FOR THE CITY OF MT. JULIET SPECIAL CENSUS **0378**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Amend 23-24 budget Special Census](#)  
[Amend 23-24 Ex Sum budget Special Census](#)

**Legislative History**

10/23/23	Board of Commissioners	recommended for approval to the Board of Commissioners
----------	------------------------	--

**9. Unfinished Business Ordinance 2nd Reading**

- 9.A.** AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED BY AMENDING SECTION 2-103, DEFINITIONS OF LAND USE ACTIVITIES, SECTION 3-103, DETAILED ACTIVITY LISTING AND SECTION 6-102, USES AND STRUCTURES, TO PERMIT BREWERIES AND MICROBREWERIES IN SELECT COMMERCIAL DISTRICTS **0356**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Breweries in Commercial Staff](#)  
[Breweries in Commercial Ord](#)

**10. New Business**

- 10.A.** AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS GOLDEN BEAR PLACE SUBDIVISION, LOCATED AT GOLDEN BEAR PLACE AND BECKWITH ROAD, MAP 078, PARCEL 10.09, FROM OPS TO CI **0341**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Golden Bear Place Subdivision RZ SR](#)  
[Golden Bear Place Subdivision RZ ORD](#)  
[Golden Bear Place Legal Desc](#)  
[Golden Gateway 9 12 23](#)

**Legislative History**

10/23/23 Board of Commissioners continued

- 10.B.** AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY the OWNER/DEVELOPER OF 105 Cedar Grove Church Road, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 50, PARCEL 70.00 **0346**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [2023.09.21 105 Cedar Grove Church Rd Sewer - PC Staff Report](#)  
[2023.10.23 105 Cedar Grove Church Rd Exec Summary](#)  
[1491 Nonaville Sewer Availability Ltr](#)  
[2023.10.23 Ordinance 105 Cedar Grove Church Rd Sewer](#)

**Legislative History**

9/21/23 Planning Commission positive recommendation

10/23/23 Board of Commissioners referred to the Board of Commissioners

- 10.C.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 12.8 ACRES, PROPERTY KNOWN AS THE HENNINGER PROPERTY LOCATED 1006 GUILL ROAD, MAP 097, PARCEL 067, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **0361**

**Sponsors:** Planning Commission Negative Recommendation

**Attachments:** [Henninger Property AX SR](#)  
[1006 Guill Road Exhibit A Annex 9 20 23](#)  
[23029 Legal Description](#)  
[Henniger Ord](#)

**Legislative History**

10/19/23 Planning Commission \*\*negative recommendation to the Board of Commissioners

- 10.D.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 22.19 ACRES, PROPERTY KNOWN AS THE CITY OF MT. JULIET PROPERTY LOCATED 620 CLEMMONS ROAD, MAP 072, PARCELS 71.06 AND P/O 71.01, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **0367**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [620 Clemmons Road AX SR](#)  
[620 Clemmons Road Exhibit A Annex 9 20 23](#)  
[620 Clemmons Road Ord](#)

**Legislative History**

10/19/23 Planning Commission \*\*Positive Recommendation

- 10.E.** ORDINANCE TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN **0393**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Health & Safety Ordinance TOSHA](#)

- 10.F.** AN ORDINANCE AMENDING the FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 to appropriate funds for the mt. juliet police department firearms training center **0396**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Firearems Training facility budget amend Ord](#)  
[Firearems Training facility budget amend Ex Summary](#)

- 10.G.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR A COMMUNICATIONS DIRECTOR IN THE EXECUTIVE DEPARTMENT **0414**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Communications Director- Amend 23-24 Ord](#)  
[Communication Director Executive Summary](#)

**11. New Business Consent Agenda Items Resoltuion**



- 11.A.** RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND BARGE DESIGN SOLUTIONS, LLC FOR THE DESIGN OF THE CEDAR CREEK GREENWAY, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0392**

**Sponsors:** City Manager Kenny Martin

**Attachments:** 2023-11-13, Cedar Creek Greenway, Ph 2 Consultant Resolution  
2023-11-13, Cedar Creek Greenway, Ph 2 Consultant Resolution Exec Summary  
Cedar Creek Greenway PSA (final)

- 11.B.** A RESOLUTION TO APPROVE THE AGREEMENT WITH POWERPHONE FOR THE TOTAL RESPONSE MEDICAL DISPATCH SOFTWARE AND TRAINING AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT **0394**

**Sponsors:** City Manager Kenny Martin

**Attachments:** Powerphone Executive Summary - Approval and Implementation of Emergency Medical Dispatch Call Handling Training and Program  
PowerPhone Total Response training agreement approval  
Powerphone agreement

- 11.C.** A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE FOR MAPCO EXPRESS, INC. D/B/A MAPCO #3320 LOCATED AT 194 S. MT. JULIET ROAD, MT. JULIET, TN TO SELL WINE **0395**

**Sponsors:** City Manager Kenny Martin

**Attachments:** Mapco 194 S MJ Road CoC Zoning Letter  
Mapco CoC  
Mapco CofC Resolution  
PROTECTED INFO Cert of Compliance

- 11.D.** A RESOLUTION DECLARING CITY OF MT. JULIET SEWER DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION **0397**

**Sponsors:** City Manager Kenny Martin

**Attachments:** Sewer Vac Truck as Surplus  
Sewer truck surplus Ex Summary

## **12. Resolutions**

- 12.A.** RESOLUTION ESTABLISHING A CONSULTANT EVALUATION POLICY AND COMMITTEE FOR ALL PROJECTS FUNDED IN WHOLE OR IN PART WITH FUNDS PROVIDED BY THE FEDERAL HIGHWAY ADMINISTRATION OR THE TENNESSEE DEPARTMENT OF TRANSPORTATION **0391**

**Sponsors:** City Manager Kenny Martin

**Attachments:** 2023-11-13, Consultant Evaluation Policy Resolution  
2023-11-13, Consultant Evaluation Policy Exec Summary  
Mt. Juliet Consultant Selection Policy (final)

**13.. Adjournment**



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0404

**Agenda Date:** 11/13/2023

**Agenda #:** A.

---

**Title:**

Public Hearing Notice

## **Public Notice**

The Board of Commissioners of the City of Mt. Juliet will have a Public Hearing on Monday, November 13, 2023, at 6:15 p.m. at City Hall, 2425 N. Mt. Juliet Rd., for the 2<sup>nd</sup> and Final Reading on the following:

- Amend Part B of the Unified Development Code of the City of Mt. Juliet, Tennessee, known as The Zoning Regulations (Ordinance 2001-29), Adopted October 8, 2001, as Amended, by Amending Section 2-103, Definitions of Land Use Activities, Section 3-103, Detailed Activity Listing and Section 6-102, Uses and Structures, to Permit Breweries and Microbreweries in Select Commercial Districts.
- Approving the request to DENY sewer service to the Mt. Juliet Sewer System made by the developer of WMAN Subdivision of 9911 Central Pike, Map 99, Parcels 009.06 & 010.00
- Amend the Fiscal Year 2023/2024 Budget, Ordinance 2023-24 to appropriate additional funds for the City of Mt. Juliet Special Census

The Public is invited to attend and comment.

Kenny Martin, City Manager  
City of Mt. Juliet



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0415

**Agenda Date:** 11/13/2023

**Agenda #:** 4.A.

---

**Title:**

Approval of 10/23/23 Minutes



---

## **5:15 PM - 5:45 PM Work Session - Downtown / City Hall**

Discussion was held on the proposed Downtown / City Hall Project

## **5:45 PM - 6:00 PM Photos and Presentation - GHHS vs MJHS Football Game**

Mascots, Coaches and Senior Representatives from the Football and Cheerleading team were present for photos.

Senior Representatives of players, cheerleaders and Mascots from each team will represent their school

## **Presentations 6:00 PM**

Donation to City Beautiful

Wilson Bank & Trust, Providence Church and Joy Church were thanked for for the donation of a truck to the City Beautiful department.

## **Public Hearing 6:15 PM**

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

- A.**
- Amend Part B of the Unified Development Code of the City of Mt. Juliet, Tennessee, known as The Zoning Regulations (Ordinance 2001-29), Adopted October 8, 2001, as Amended, by Amending Section 2-103, Definitions of Land Use Activities, Section 3-103, Detailed Activity Listing and Section 6-102, Uses and Structures, to Permit Breweries and Microbreweries in Select Commercial Districts.
  - Rezone approximately 8 acres of property on N. Mt. Juliet Rd, E. Hill Street and E. Caldwell Street, Maps 072H Group C/0721 Group A, Parcels 012.00/017.00, 018.00, 019.00, 021.00, 022.00, 024.00, 025.00, 025.01, 026.00, 027.00, from CTC and RS-40 to CTC PUD and to Adopt the Preliminary Master Development Plan for Downtown Mt. Juliet City Block
  - Amend the Land Use Plan and Rezone for the property known as U-Haul, U-Box Storage located at 100 Grandview Circle, Map 052L, Group D, Parcel 017.00, From Thoroughfare Commercial to Light Industrial

**0383**

**Attachments:**

## Citizens Comments:

Karen Sweet - 60 W. Caldwell, Petition with 303 signatures. Read the petition to vote NO.

Jessica Sweet 60 W. Caldwell. Opposed to the Downtown City Hall project. Does not like the notification process. Asked for Deferral.

Jessica Stoko 82 E. Hill Street. Opposed to the Downtown City Hall. Defer or vote no.

Greg Hana, 74 E. Hill concerned over road.

Annette Jernigan, Barrett Drive - Opposed to the Downtown City Hall Project.

Sandra Taylor 90 E. Hill Street - Opposed to the Downtown CH project.

Jessica Garcia, 80 E. Hill Street - Opposed to the downtown CH project.

Michael Goolsby, 76 E. Hill Street - Opposed to the downtown CH project.

**1. Call to Order & Declare a Quorum Present**

Mayor James Maness Called the Board of Commissioners to Order at 6:35 PM and Declared a Quorum Present.

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

**2. Set Agenda**

AT 6:35 PM and quorum present.

Commissioner Justice requested item 11d purchasing park property be removed from the agenda. Mayor Maness removed item 11.d concerning purchasing park property from the Consent Agenda. And stated that Golden Bear Place would be removed from the agenda due to lack of 48 hour notice.

Vote Yea: Unanimous

**3. Invocation & Pledge of Allegiance**

PIO Justin Beasley

**4. Approval of Minutes****4.A. Approval of September 25, 2023 BoC Minutes**

**[0382](#)**

**Attachments:** [9-25-23 Minutes](#)

Motion made by Commissioner Milele to approve the September 25, 2023 minutes with a change from Severe to sever, seconded by Commissioner Justice.

**RESULT:** APPROVED AS AMENDED

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

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

**Abstain:** Hefner

**5. Citizens Comments**

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

Karen Sweet, 60 W. Caldwell: Submitted a Petition with 303 signatures opposed to the Downtown/City Hall Project.

The following were opposed to the Downtown/City Hall Project:

Jessica Sweet, 60 W. Caldwell

Jess Stoyasko, 82 E. Hill

Greg Homan, 47 E. Hill

Sandra Taylor, 90 E. Hill

Jess Garcia, 80 E. Hill

Mike Goosby, 76 E. Hill

Matt Gardner, asked for 9A (Downtown City Block) be postponed for one meeting. until first meeting in November.

Steve Hart, 1208 Horseshoe Cove: Representing Horseshoe Cove HOA, Opposed to Kane Cove Out of City Sewer Request.



## **6. Commissioner Reports & Comments**

Commissioner Milele thanked everyone for attending. Monthly newsletter will go out soon, please subscribe. Recognized Leadership Wilson participants. Pickles for Pups tournament was very successful raised \$5k for the 501C3 for the MJ Animal Shelter, thanked Cedarstone Bank for being the sponsor of this event. Addressing the comment about greed and why cant we just be Mt. Juliet. She has been here for 39 years. She did vote against Liquor by the Drink, however others voted yes and it passed.votes. This has has changed our town. The city has grown with this and the sewer. Everyone who has moved here for a few short years, you are part of the growth especially, if you are in the new neighborhoods. All of the new neighborhood were farm land or vacant tracts of land.

Commissioner Justice no report.

Vice Mayor Trivett thanked everyone for attending. Been here for about 11 years but he loves this place. Shout out to the Parks Department for Halloween in the Park. Great to see everyone. He was able to do a ride-along with Community Service, amazing on what goes on at night after we are in our homes. Looking forward to working with all the city departments. Thanked the sponsors for the City Beautiful vehicle. MJHS vs.GHHS game is this week, best of luck to each team. Wants us all to be "MJStrong". We cannot slow down the landowners who have every right to do what they want with their land (selling). Encouraged the homeowners who do not want development in their area to buy the land and turn it into greenspace.

Commissioner Hefner thanked everyone for attending. Much belated birthday to the MJFD. Thanked everyone who reached out to he and his wife who lost their beloved dog, "Buddy". Appreciates the thoughts and prayers. Halloween is next week, please be mindful of the kids. Mayor Maness stated he is glad to be part of the Leadership Wilson group. He has done a few ride alongs in the past with the MJPd, some nights lots happens others it is very quiet. Always suprised about the number of Domestic Violence calls. This is Domestic Violence month. Appreciates the police and fire and what they do with Domestic Violence. The Mayors Cup game, MJHS vs. GHHSwill be played this Friday at MJHS. Thanked Volunteer State Bank and R & M Printing for their sponsorships. Pray it is a safe game for both teams.

## **7. City Manager's Report**

Thanked everyone for attending. Called Shawn Glover and Tina Burris with Volunteer State Bank to be recognized. Stated these two ladies have worked in the community for many years, grew up here and have been very supportive of the City including the t-shirts for the game. They sponsor several other events at the Park. The local businesses support us and save the taxpayers money. This is greatly appreciated.

Shawn Glover, Volunteer State Bank stated she honored to be invited to give back. She and Tina were born and raised in Mt. Juliet, raised their families here and love this City.

## **9. Unfinished Business Ordinances on 2nd Reading**

- 9.A. AN ORDINANCE TO REZONE APPROXIMATELY 8 ACRES OF PROPERTY ON N. MT. JULIET ROAD, E. HILL STREET AND E. CALDWELL STREET, MAPS 072H GROUP C/0721 GROUP A, PARCELS 012.00/017.00, 018.00, 019.00, 021.00, 022.00, 024.00, 025.00, 025.01, 025.00, 027.00, FROM CTC AND RS-40 TO CTC PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN DOWNTOWN MT. JULIET CITY BLOCK** **0357**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Downtown MJ City Block PMDP PUD Ord](#)  
[Downtown MJ City Block Legal Desc](#)  
[Downtown MJ City Block PMDP PUD Staff](#)  
[Downtown MJ City Block Ex B Map](#)  
[Downtown City Hall Project signatures](#)  
[Downtown City Hall Project Petition Final](#)  
[Downtown Mt Juliet Deferral Request 2nd Reading](#)

Motion made by Commissioner Justice to consider said ordinance on 2nd Reading, seconded by Commissioner Hefner.

Item was deferred until 11/13/23 at the request of the developer and voted on by the BoC.

**RESULT:** REFERRED

**MOVER:** Ray Justice

**SECONDER:** Jennifer Milele

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

- 9.B. AN ORDINANCE TO REZONE APPROXIMATELY 1.02 ACRES OF PROPERTY AT 100 GRANDVIEW CIRCLE, MAP 052L, GROUP D, PARCEL 017.00 FROM CG TO IR-PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR U-HAUL U-BOX STORAGE** **0358**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [U-Haul PMDP Ord](#)  
[U-Haul Legal Description](#)  
[U-Haul LUA PMDP PUD Staff](#)  
[U-Haul PMDP PUD Exhibit B](#)

No motion - FAILED/DENIED

**RESULT:** DENIED

- 9.C. AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS U-HAUL U-BOX STORAGE LOCATED AT 100 GRANDVIEW CIRCLE, MAP 052L, GROUP D, PARCEL 017.00, FROM THOROUGHFARE COMMERCIAL TO LIGHT INDUSTRIAL** **0359**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [U-Haul LUA Ord](#)  
[U-Haul Legal Description](#)  
[U-Haul LUA PMDP PUD Staff](#)  
[U-Haul LUA Exhibit B](#)

No Motion FAILED/DENIED

**RESULT:** DENIED

**11. New Business Ordinances 1st Reading**

- 11.B. AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY THE DEVELOPER OF KANE COVE, LLC OF 3150 NONAVILLE ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 031, PARCEL 032.01** **0347**

**Sponsors:** Planning Commission Negative Recommendation

**Attachments:** [10.23.2023 KANE COVE PETITION LETTER](#)  
[Kane Cove Nonaville Rd Sewer Availability](#)

No Motion FAILED/DENIED

**RESULT:** DENIED

**Nay:** Trivett, Maness, Milele, Justice, and Hefner

**11.C. AN ORDINANCE APPROVING THE REQUEST TO DENY SEWER SERVICE TO THE MT. JULIET SEWER SYSTEM MADE BY THE DEVELOPER OF WMAN SUBDIVISION OF 9911 CENTRAL PIKE, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 99, PARCELS 009.06 & 010.00**

**0348**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [9911 Central Pike Sewer OOC Sewer ORD](#)  
[Sewer Availability MWAM Subdivision](#)  
[2020.03.23 9911 Central Pike Sewer - Exec Summary](#)  
[2023.09.21 9911 Central Pike - PC Staff Report](#)

A motion was made by Hefner, seconded by Milele, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 11/13/2023. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Scott Hefner

**SECONDER:** Jennifer Milele

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

**11.D. AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF MT. JULIET, TENNESSEE MUNICIPAL ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF MT. JULIET, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM**

**0351**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [MtJuliet Revised Floodplain Ordinance Septmeber 2023 \(Final Draft for Planning\)](#)  
[Mt Juliet Revised Floodpain Ord Staff Report September 2023](#)

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** James Maness

**SECONDER:** Bill Trivett

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

**11.E. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET  
ORDINANCE 2023-24 TO APPROPRIATE ADDITIONAL FUNDS FOR  
THE CITY OF MT. JULIET SPECIAL CENSUS** **0378**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Amend 23-24 budget Special Census](#)  
[Amend 23-24 Ex Sum budget Special Census](#)

A motion was made by Justice, seconded by Trivett, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 11/13/2023. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Ray Justice

**SECONDER:** Bill Trivett

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

**11.F. AN ORDINANCE OF THE CITY OF MT. JULIET TO AMEND THE  
CITY OF MT. JULIET CITY CODE CHAPTER 12 FIRE PREVENTION  
AND PROTECTION** **0379**

**Sponsors:** James Maness

**Attachments:** [Chapter 12 Fire Prevention and Protection \(003\)](#)  
[Chapter 12 FIRE PREVENTION AND PROTECTION  
\(002\)](#)

Mayor Maness combined both Ordinances concerning Fire Protection and Prevention, no objection voiced.

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** James Maness

**SECONDER:** Bill Trivett

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

**11.G. AN ORDINANCE OF THE CITY OF MT. JULIET TO AMEND THE CITY OF MT. JULIET CITY CODE CHAPTER 12 FIRE PREVENTION AND PROTECTION** **0380**

**Sponsors:** Ray Justice

**Attachments:** [Chapter 12 Ord Fire Prevention and Protection](#)  
[Fireworks City Code Amendment](#)

Mayor Maness combined both Ordinances concerning Fire Protection and Prevention, no objection voiced.

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** James Maness

**SECONDER:** Bill Trivett

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

**11.A. AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY the OWNER/DEVELOPER OF 105 Cedar Grove Church Road, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 50, PARCEL 70.00** **0346**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [2023.09.21 105 Cedar Grove Church Rd Sewer - PC Staff Report](#)  
[2023.10.23 105 Cedar Grove Church Rd Exec Summary](#)  
[1491 Nonaville Sewer Availability Ltr](#)  
[2023.10.23 Ordinance 105 Cedar Grove Church Rd Sewer](#)

Motion made by Commissioner Justice to defer one meeting, seconded by Mayor Maness. This Ordinance was continued to the Board of Commissioners due back on 11/13/2023.

Jake Porter, CSDG explained the project.

**RESULT:** REFERRED

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

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

---

**11.I. AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS GOLDEN BEAR PLACE SUBDIVISION, LOCATED AT GOLDEN BEAR PLACE AND BECKWITH ROAD, MAP 078, PARCEL 10.09, FROM OPS TO CI** **0341**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Golden Bear Place Subdivision RZ SR](#)  
[Golden Bear Place Subdivision RZ ORD](#)  
[Golden Bear Place Legal Desc](#)  
[Golden Gateway 9 12 23](#)

Item was removed from Agenda since there was not 48 hours prior notice given. Will be placed on the 11/13/23 BoC agenda.

**RESULT:** CONTINUED

**11.H. AN ORDINANCE TO REZONE APPROXIMATELY 37.84 ACRES OF PROPERTY ON LEBANON ROAD, MAP 054, PARCEL 005.00 FROM RS-40, CRC, CG TO RM-8 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE BLUFFS AT CEDAR CREEK**

**0386**

**Sponsors:** Ray Justice

**Attachments:** [Bluffs Cedar Creek Ord for 10-23-23 1st Reading](#)  
[Bluffs Cedar Creek Rezone map](#)  
[Bluffs Cedar Creek Revised Staff Report](#)  
[Bluffs Cedar Creek Orig Staff Report](#)

Commissioner Justice stated he brought this back to see if changes could be made. Vice Mayor Bill Trivett stated he spoke to the developer and was concerned over the parking. He is concerned about this project at this time.

Mayor Maness questioned if the 100th CO stays? Planning Director Jennifer Hamblen responded yes.

Commissioner Milele discussed the schools and the capacity. Development is a process and does not happen overnight. When the school gets at 85% they begin looking for land. This project does not make the schools reach capacity.

Commissioner Hefner asked for a Representative from the Development to come forward.

Wayne Miller, stated all lots will not come online at the same time. He is developing in Mt. Juliet due to the lack of things Lebanon has. They do look at what can be done to help improve the community.

Public Works Director Matt White stated the consultant has looked at the road improvements and they will make a huge improvement. Wayne Miller stated this is an investment of \$1.6 Million, a little over \$9K per lot.

Public Works Director Matt White stated there will have to be traffic counts and we have to meet the warrants to install a traffic light.

Vice Mayor Trivett questioned if this fails will the City look at making the six lanes.

Public Works Director Matt White stated it will be at the expense of the developer or the City.

A motion was made by Milele, seconded by Justice, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 12/11/2023. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

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

**Nay:** Trivett



## Resolutions - Consent Agenda

- A. RESOLUTION APPROVING A SUPPLEMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND RAGAN-SMITH ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES ON THE E. DIVISION AT GOLDEN BEAR TRAFFIC SIGNALIZATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE SUPPLEMENT AGREEMENT** **0352**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [E Division @ GBG Signal RSA Agreement - Addendum #1 \(CEI Services\)](#)  
[E. Division @ GBG Signal CEI - Exec Summary](#)  
[E. Division @ GBG Signal CEI Resolution](#)

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

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 59-2023

- B. A RESOLUTION APPROVING THE MT. JULIET POLICE DEPARTMENT TO APPLY FOR THE COST SHARING AND RECRUITMENT GRANT OFFERED BY THE STATE OF TENNESSEE** **0381**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Approve TN Law Enforce Hiring training recruit Grant Executive Summary - Application for Grant funding for TN Law Enforcement Hiring and Recruitment Grant](#)  
[TN Law Enforcement Hiring Training and Recruitment Grant contract](#)

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

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 60-2023

**C. A RESOLUTION OF SUPPORT TO THE NATION OF ISRAEL.****0385****Sponsors:** Ray Justice, James Maness**Attachments:** [Support Nation of Israel](#)

Commissioner Justice requested this be sent to all State and Federal Congressmen and Senators that represent Mt. Juliet, no objections voiced to the amendment.

Vote on Amendment: Yea: Unanimous

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

**RESULT:** ADOPTED**MOVER:** Bill Trivett**SECONDER:** Jennifer Milele

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 61-2023

**D. A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE PURCHASE PRICE OF THE PROPERTY LOCATED AT 1025 CHARLIE DANIELS PARKWAY AND TO BRING A SALES AGREEMENT BACK TO THE BOARD OF COMMISSIONERS FOR FINAL APPROVAL****0387****Sponsors:** City Manager Kenny Martin**Attachments:** [Negotiate purchase price of CD Pkwy property](#)

Commissioner Justice stated he previously requested this be removed from the agenda.

City Attorney Marchetti stated this doesn't reference a contract, it is just to have the City Manager negotiate the purchase price.

Motion made by Commissioner Milele to reword to have the City Manager make an offer of \$1.56 million (appraisal ) instead of negotiate, no 2nd. Motion fails.

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

**RESULT:** ADOPTED**MOVER:** Jennifer Milele**SECONDER:** Bill Trivett

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

**Abstain:** Justice  
Enactment No: 62-2023

**E. A RESOLUTION TO APPROVE THE CONTRACT WITH G E MERRITT CONSTRUCTION, LLC FOR THE REMODEL OF 115 CLEMMONS ROAD AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT** **0388**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [GE Merritt Approve agreement for 115 Clemmons Rd Remodel](#)  
[GE Merritt Agreement for 115 Clemmons Rd Remodel.docx](#)

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 63-2023

**F. APPOINTMENTS:** **0384**

**Alcoholic Beverage Board - Appointed by the Mayor, approved by the BoC**

**JECDB Position # 18 - Appointed by the Mayor, approved by the BoC**

**Parks Board - Appointed by the Mayor, approved by the BoC**

**Sponsors:** James Maness

Mayor Maness appointed Adrian Muniz to the Alcoholic Beverage Board.  
Mayor Maness appointed Luke Winchester to Position # 18 of the JECDB.  
Mayor Maness appointed Ross Hayes to the Parks and Greenways Board.

**RESULT:** APPROVED

**MOVER:** Ray Justice

**SECONDER:** Bill Trivett

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

## 12. Adjournment

\_\_\_\_\_  
Mayor James Maness

\_\_\_\_\_  
City Recorder Sheila S. Lockett, MMC



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0348

**Agenda Date:** 11/13/2023

**Agenda #:** 8.A.

---

**Title:**

**AN ORDINANCE APPROVING THE REQUEST TO DENY SEWER SERVICE TO THE MT. JULIET SEWER SYSTEM MADE BY THE DEVELOPER OF WMAN SUBDIVISION OF 9911 CENTRAL PIKE, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 99, PARCELS 009.06 & 010.00**

**ORDINANCE NUMBER 2023-**

**AN ORDINANCE APPROVING THE REQUEST TO DENY SEWER SERVICE TO THE MT. JULIET SEWER SYSTEM MADE BY THE DEVELOPER OF WMAN SUBDIVISION OF 9911 CENTRAL PIKE, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 99, PARCELS 009.06 & 010.00**

**WHEREAS**, Owner has requested permission to be denied sewer service to the Mt. Juliet Sewer System for seven (7) sewer connections for the development located on 9911 Central Pike, Mt. Juliet, TN, Wilson County, TN Map 99, Parcels 009.06 & 010.00

**WHEREAS**, Mt. Juliet Planning Commission approved the request at a meeting held on September 21, 2023 and has forwarded the positive recommendation to the City Commission,

**NOW, THEREFORE, BE IT ORDAINED:**

1. The Board of Commissioners of the City of Mt. Juliet gives approval of denial of sewer service for seven (7) connections for the development located on 9911 Central Pike, Mt. Juliet, TN, Wilson County, TN Map 99, Parcels 009.06 & 010.00.

**BE IT FURTHER ORDAINED**

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

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

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:\_\_\_\_\_

SECOND READING:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheila S. Luckett, MMC  
City Recorder

\_\_\_\_\_  
Kenny Martin, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



SUITE 401  
2 INTERNATIONAL PLAZA  
NASHVILLE, TENNESSEE 37217

TELEPHONE: 615/366-6088  
FAX: 615/366-6203

**Water Management Services, LLC**

**ENGINEERING • PLANNING • OPERATIONS • RATE STUDIES**

September 5, 2023

Mr. Shane Shamanur, Director of Engineering  
Department of Public Works  
City of Mt. Juliet  
71 East Hill Street  
Mt. Juliet, Tennessee 37122

RE: Sewer Availability for  
MWAM Subdivision  
3910 N Mt. Juliet Road

Dear Mr. Shamanur:

Pursuant to your request, we have reviewed the feasibility of providing sanitary sewer service for the proposed development as shown on the attached correspondence, which involves the following:

**7 single family homes @ 350 GPD/Unit = 2,450 GPD**

This letter is to confirm that the City of Mt. Juliet's does not maintain sanitary sewer facilities in the area as shown on the attached map. As such there is no viable alternative to provide service to this property at this time.

This proposed Development appears to be located **outside** the current Mt. Juliet City Limits and **inside** the City's Urban Growth Boundary. This recommendation for denial of sewer availability is subject to review and approval of the City of Mt. Juliet Planning Commission and the Mt. Juliet City Commission.

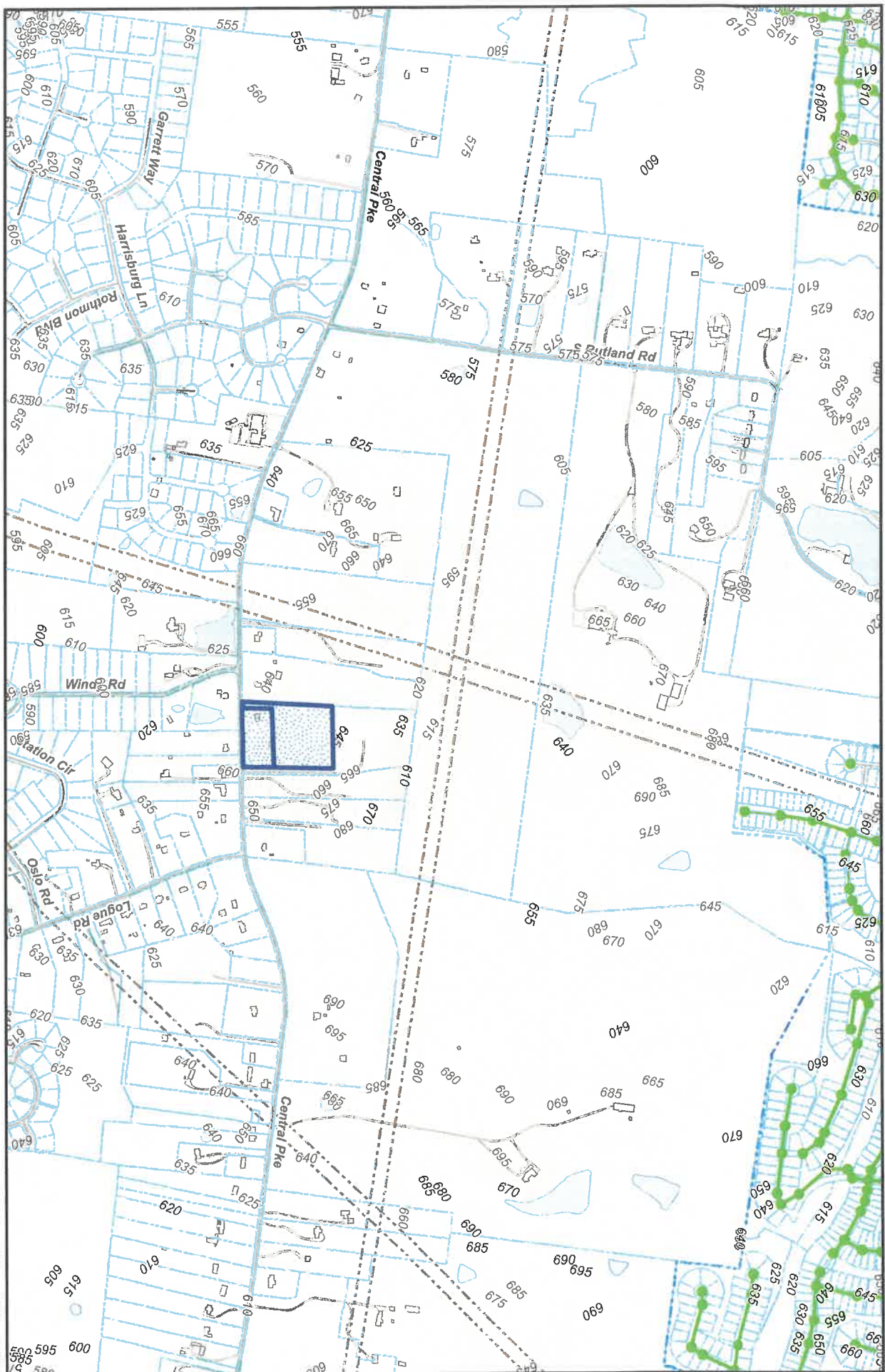
Please contact us should you have any questions or comments in this regard.

Sincerely,

Steven M. Jones, P.E.

Enclosures

Ccs: Mr. Kenny Martin, City Manager, via email  
Ms. Donna Howard, Dept of Public Works, via email



**Legend**

- Contours
- Parcels
- Exist. Force Mains
- TVA- Power Lines
- City Limits
- Underground Gas Mains
- Building

**Map 099; Parcel 09.06 & 10.00**  
**Sewer Availability**  
**MT. JULIET, TENNESSEE**



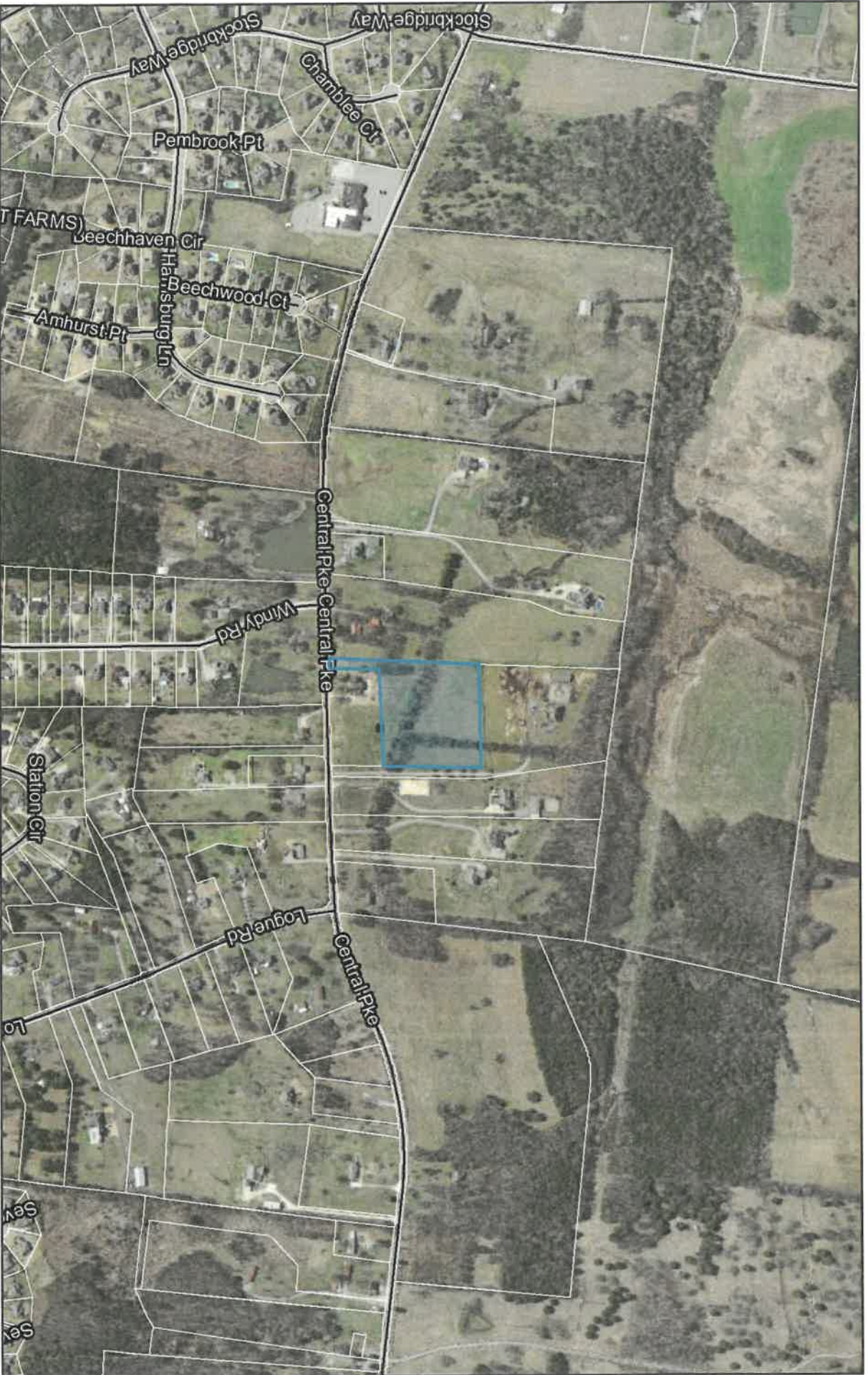
0 165 330 660 990 1,320  
Feet

1 inch = 1,000 feet

PREPARED BY:  
**WATER MANAGEMENT  
SERVICES, LLC**  
PROFESSIONAL ENGINEERS NASHVILLE, TN



Map 099: Parcel 09.06

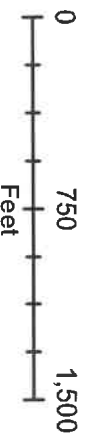


WILSON COUNTY, TENNESSEE

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

MAP DATE: August 25, 2023

<https://wilsonin.geopowered.com/propertysearch>







# WILSON COUNTY, TENNESSEE

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

MAP DATE: August 25, 2023

<https://wilsontn.geopowered.com/propertysearch>



August 24, 2023

Mr. Shane Shamanur  
City of Mt. Juliet  
71 E. Hill Drive  
Mt. Juliet, TN 37122

**RE: REQUEST FOR AVAILABILITY OF SEWER SERVICE  
MWAM Subdivision  
Central Pike, Wilson County, TN  
Map 99; Parcel 9.06 & 10.00**

Dear Shane,

On behalf of the owner/developer we request availability of sewer service for the MWAM Subdivision project. The following use is proposed:

1. Seven single family homes @ 350 GPD/UNIT x 7 UNITS = 2,450 GPD

**TOTAL = 2,450 GPD**

We respectfully request a letter of availability OR denial for sewer service for this project. Please feel free to contact me if you have any questions or comments regarding this request. Thank you for your help with this matter.

Respectfully Submitted,  
Jake Porter, PE  
615-943-5666

## **EXECUTIVE SUMMARY:**

**AN ORDINANCE APPROVING THE REQUEST TO DENY SEWER SERVICE TO THE MT. JULIET SEWER SYSTEM MADE BY THE DEVELOPER OF WMAN SUBDIVISION OF 9911 CENTRAL PIKE, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 99, PARCELS 009.06 & 010.00**

### **Executive Summary**

**Who:** WMAN Subdivision of 9911 Central Pike.

**What:** The developer/property owner wishes to subdivide these tracts into seven (7) single family lots and does not want sewer service provided by the City. The total area of the property is  $\pm 7$  acres. The City of Mt. Juliet does not maintain sanitary sewer facilities in the immediate area. The closest sewer infrastructure located to these parcels are approximately a mile away at the Wynfield (going west) and Walton's Grove (going east) developments.

The property is not contiguous to the City limits, however, changes in state law now allow non-contiguous annexation so long as the property is within the Urban Growth Boundary and is for industrial/commercial purpose or future residential development. In the case of this property, it does meet the criteria for non-contiguous annexation.

**When:** September 21<sup>st</sup> 2023 PC meeting  
October 23<sup>rd</sup> 2023 BOC meeting, 1<sup>st</sup> reading  
TBD BOC meeting, 2<sup>nd</sup> reading

**Where:** 9911 Central Pike., outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, Map 99, Parcels 009.06 & 010.00.



## STAFF REPORT

**Date:** September 21, 2023

**To:** Luke Winchester, Chairman and Planning Commission

**From:** Shane Shamanur, P.E.  
Director of Engineering

**Re:** Mt. Juliet Code, Section 13-1-12 (1)  
Ordinance 98-02 - Sewer Service Outside City Limits  
Ordinance 19-36 – Outside City Customers

---

**Background:** The subject property location is 9911 Central Pike, outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, Map 99, parcels 009.06 & 010.00. The total area of the property is  $\pm 7$  acres. The City of Mt. Juliet does not maintain sanitary sewer facilities in the immediate area. The closest sewer infrastructure located to these parcels are approximately a mile away at the Wynfield (going west) and Walton's Grove (going east) developments.

**Request:** The developer/property owner wishes to subdivide these tracts into seven (7) single family lots and does not want sewer service provided by the City.

**Analysis:** The property is not contiguous to the City limits, however, changes in state law now allow non-contiguous annexation so long as the property is within the Urban Growth Boundary and is for industrial/commercial purpose or future residential development. In the case of this property, it does meet the criteria for non-contiguous annexation.

The developer/property owner will pay all regular charges and a surcharge of 100% additional for all city fees meeting Ordinance 2019-36 since said property is not within the city limits. Further, the owner understands and agrees to pay the tap and capacity fees required for connection to the City system. Installation of all sewerage facilities servicing the property will also be the responsibility of the developer/property owner.

**Recommendation:** Staff recommends denial of sewer availability as no viable alternative currently exists to provide sanitary sewer service to this property. If the board decides against this, staff recommends the sewer availability be subject to the following:

1. Payment of all fees including tap, connection, pretreatment, and user fees as outlined by Ordinance 2019-36
2. Provide seven (7) sewer taps.
3. The installation of all sewerage facilities shall be inspected and approved by the Utilities Director, or a representative thereof.





# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0378

**Agenda Date:** 11/13/2023

**Agenda #:** 8.B.

---

**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE ADDITIONAL FUNDS FOR THE CITY OF MT. JULIET SPECIAL CENSUS**

## ORDINANCE 2023-\_\_\_\_\_

### AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE ADDITIONAL FUNDS FOR THE CITY OF MT. JULIET SPECIAL CENSUS

**WHEREAS**, The City of Mt. Juliet is preparing a special census to accurately reflect the city's growing population; and

**WHEREAS**, ensuring an accurate population count allows the City to receive its fair share of funding from State Shared Revenues which are on a per capita basis for each municipality, and

**WHEREAS**, the funds initially appropriated have been deemed insufficient to cover the expected cost; and

**WHEREAS**, the Board of Commissioners desires to capture the most accurate representation of the city's population;

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

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

#### **General Fund**

Increase the Following Expenditure:

110-47200-203	Special Census	\$ 50,000
---------------	----------------	-----------

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

#### **BE IT FURTHER ORDAINED:**

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

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

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

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



## **Executive Summary**

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE ADDITIONAL FUNDS FOR THE CITY OF MT JULIET SPECIAL CENSUS**

The City is in the process of performing the special census in order to accurately reflect the actual population. The initial funds of \$60k will not be sufficient to cover the total cost of preparing and verifying the special census. The cost to verify the total count is \$43k. The City will need additional funds to advertise the census and provide information materials as to how important an accurate count is to the City and to encourage all citizens to complete the forms. The Executive Department estimates an additional \$50k will be needed.

The current State Shared Revenue estimate is \$170.29 per capita. The total funds budgeted for the special census would be \$110k. The census would only need to add a minimum of 646 people to cover the cost of the special census. It is estimated that the city's population has far exceeded that number.

The 2020 official census estimated the city's population at 39,289. In July of 2021 the population was estimated at 40,789 (1,500 increase) and as of July 2022, it is estimated that the city's population has grown to 42,548 (1,759 increase). Assuming an average increase of 4% per year, it's estimated that the current population is approximately 44,250 which would bring in revenues of \$7.5 million.



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0356

**Agenda Date:** 11/13/2023

**Agenda #:** 9.A.

---

**Title:**

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED BY AMENDING SECTION 2-103, DEFINITIONS OF LAND USE ACTIVITIES, SECTION 3-103, DETAILED ACTIVITY LISTING AND SECTION 6-102, USES AND STRUCTURES, TO PERMIT BREWERIES AND MICROBREWERIES IN SELECT COMMERCIAL DISTRICTS



## MEMORANDUM

**Date:** July 20, 2023

**To:** Luke Winchester, Chairman  
and Planning Commission

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

**Re:** Breweries in Commercial  
Zoning Ordinance Amendment  
Map – N/A  
Parcel(s) – N/A

---

**Overview:** The City has recently begun to receive questions regarding brewery/taproom type uses and whether or not they are permitted within commercial districts in the City. The Zoning Ordinance does not allow this particular use in commercial, the production of beverages is considered a manufacturing use, relegating it to industrially zoned areas.

**Summary:** This amendment will allow small scale production of beverages to be consumed primarily on premise in certain commercial districts. If approved, breweries and microbreweries will be permitted, through the PUD process, in all commercial districts excluding CNS and OPS. Sections 2-103, 2-103 and 6-102 of the Zoning Ordinance are amended as shown highlighted in **YELLOW** below:

### **Sec. 2-103. Definition of land use activities.**

The definitions within this section are applicable to specific land use activities appearing throughout this ordinance.

#### *2-103.4 Manufacturing activities.*

**Brewery** [means] the large-scale production of beer and/or malt beverages in quantities exceeding twenty-five thousand (25,000), however not exceeding fifty thousand (50,000) barrels annually, with one (1) barrel holding thirty-one (31) gallons, and may include as an accessory use, tours, a taproom/tasting room, restaurant, or retail space for the consumption of beer and/or malt beverages made on-site and purchase of brewery related merchandise.

**Manufacturing, basic industry** [means] an establishment engaged in the basic processing, conversion and manufacturing of materials or products predominantly from extracted or raw materials, or manufacturing processes utilizing flammable or explosive materials. or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions, other than those classified in the hazardous operations activity type.

**Manufacturing, general.** This grouping includes all manufacturing operations excepting those classified as basic industry or hazardous operations.

**Manufacturing, hazardous operations** [means] any establishment engaged in production and/or storage of materials that present serious hazards to human life and health.

*Manufacturing, limited* [means] an establishment primarily engaged in the on-site production of limited quantities of goods by hand manufacturing that generally involves the use of hand or small power tools, that may include the incidental direct sale of those goods to consumers.

*Microbrewery* [means] the small-scale production of beer and/or malt beverages in quantities not to exceed twenty-five thousand (25,000) barrels annually, with one (1) barrel holding thirty-one (31) gallons, and may include as an accessory use tours, a taproom/tasting room, restaurant or retail space for the consumption of beer and/or malt beverages made on-site and purchase of brewery related merchandise.

#### 2-103.5 *Agricultural and extractive activities.*

*Agriculture, general.* This term is intended to include farms (and farm residences) that involve orchards, raising of livestock, dairy cattle, horses or poultry, and truck farming.

*Agriculture, intensive.* These agricultural uses include operations where animals are tightly confined in buildings or outdoor pens including operation of one or more of the following:

- (a) *Dairy farm* means any place or premises where one or more cows are kept and from which a part or all of the milk or milk products is provided, sold or offered for sale to milk plant, transfer station or receiving station.
- (b) *Egg production house* means any place or premises where chickens are kept for production of eggs for resale to processors, wholesalers or retailers.
- (c) *Feedlot* means a lot, yard, corral or other area in which livestock are confined primarily for the purposes of feeding, growing, raising, or birthing prior to slaughter. Feedlot does not include areas which are used for the raising of crops or other vegetation upon which livestock are allowed to graze or feed.

*Agricultural services.* This term is intended to encompass a wide variety of service activities that directly support production of crops and animals but are not in and of themselves agricultural activities.

*Mining, quarrying and soil extraction.* This term is intended to include all operations engaged in the removal by excavation, stripping, dredging or otherwise taking of soil, gravel and sand for off-site use.

*Plant and forest nursery.* This category includes nurseries with or without retail sales or accessory greenhouses. A minimum of 51 percent of all materials sold by a nursery must be grown on-site. (Nurseries containing a garden center are included within the "Outside material and equipment sales and repair yards" commercial classification.)

#### 2-103.6 *Accessory activities.*

*Accessory apartment* [means] an apartment shall be considered an accessory use to any single-family dwelling when such apartment is occupied by a family member and complies with the provisions of article III, subsection 3-105.1.

*Bed and breakfast-homestay* [means] a minor home occupation that provides one to three rooms for occasional paying guests on an overnight basis for periods not to exceed 14 days with one daily meal being available on the premises. A bed and breakfast homestay is allowable only in a building originally constructed as a single-family residence.

*Bed and breakfast inn* [means] an operator or owner occupied residence that provides four to 12 rooms for paying guests on an overnight basis for periods not to exceed 14 days with one daily meal being available on the premises. A bed and breakfast inn is allowable only in a building originally constructed as a residence. Bed and breakfast inns are subject to approval by the Tennessee Department of Environment and Conservation in addition to all local requirements.

*Country inn* [means] a bed and breakfast inn that also has facilities for group and/or special event activities. A country inn is allowable only in a building constructed as a residential dwelling. Country

inns are subject to approval by the Tennessee Department of Environment and Conservation, in addition to all local requirements.

**Sec. 3-103. Detailed activity listing.**

**3-103.4 Manufacturing activities—Class and types.**

**1. Activity type—Manufacturing, limited.**

- a. *Intent and limitations.* This grouping is intended to include manufacturing operations which involve compounding, processing, assembling, packaging treatment or fabrication of materials necessary to create the following products:

Apparel accessories, such as hats, jewelry and umbrellas

Art objects

Bakery goods

Beverages

Dairy products

Instruments for scientific, medical, dental, engineering and other professional purposes

Printed matter

Signs

Note(s)—No activity included within this grouping shall involve the outside storage of any amount of raw material or finished goods.

- b. *Use listing.* In addition to the manufacturing of the above products the following activities and operations are held to be limited manufacturing activity:

**Brewery**

Bookbinding

Candlemaking

Data processing service

**Microbrewery**

Photocopying

Photoengraving

Precision machining of dies, jigs and fixtures

Printing

Publishing

Record pressing

Upholstering

**2. Activity type—Manufacturing, basic industry.**

- a. *Intent and limitations.* This grouping is intended to include firms engaged in conversion, processing and storage of extracted or raw materials, or in the use and/or storage of flammable or explosive materials, or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions, other than those classified as hazardous operations. The grouping includes activities engaged in the following operations as well as the storage, manufacture, compounding, or treatment of the materials indicated:

Asphaltic cement and concrete batching

Cotton seed oil

Fat rendering  
Fuel production, refining and bulk storage  
Organic fertilizers  
Smelting and refining of metals  
Wood pulp

- b. *Use listing.* Subject to the general intent and limitations set out above for this use grouping the following manufacturing activities and operations shall be considered basic manufacturing:

Abrasive and nonmetallic mineral processing  
Asphaltic cement plants  
Bulk fuel storage, processing and distribution  
Cement and/or concrete plants  
Coal yards  
Cotton ginning  
Crematories  
Fat rendering  
Foundries  
Grain milling  
Ore reduction  
Offal processing  
Pulp manufacturing  
Slaughterhouses  
Steel works and metal smelting  
Tanneries

3. *Activity type—Manufacturing, general.*

- a. *Intent and limitations.* This grouping is intended to include a broad range of operations which includes assembling, manufacturing and fabricating. The grouping does not include those activities engaged in operations classified as basic industry or hazardous operations.
- b. *Use listing.* Subject to the general intent and limitations set out above for this use grouping manufacturing activities and operations, except those classified as basic industry or hazardous operations shall be classified as general manufacturing operations.

4. *Activity type—Manufacturing, hazardous operations.*

- a. *Intent and limitations.* This grouping is intended to include all manufacturing and storage operations and facilities that may present serious hazards to human life and health. The use listing presented within this grouping is intended to be illustrative of the type operations included within this activity type and is not intended to be inclusive of all operations which may be considered as hazardous. The grouping is specifically intended to include operations engaged in storage of, as well as manufacturing operations involving the use of substances that may present serious hazards to human life and health. In any instance where the nature of operations or of materials utilized in such operations can be substantiated as presenting serious hazards to human life and health, such activities shall be classified as hazardous operations.
- b. *Use listing.*
- Arsenals  
Atomic reactors

Explosives and fireworks manufacture and storage

3-103.5 *Agricultural and extractive activities—Class and types.*

1. *Activity type—Agriculture, general.*
  - a. *Intent and limitations.* This grouping is intended to include the raising of tree, vine, field, forage and other plant crops intended to provide food or fiber, as well as keeping, grazing or feeding animals for animal products, animal increase or value increase.
  - b. *Use listing.*
    - Animal raising
    - Food crop production
2. *Activity type—Agriculture, intensive.*
  - a. *Intent and limitations.* This grouping is intended to include feedlots, dairy farms and egg production operations covered under provisions of sections 48-18-101 through 48-18-104, Tennessee Code, where animals are tightly confined in buildings or outdoor pens including facilities for the processing, packaging, or treatment of agricultural products.
  - b. *Use listing.*
    - Dairy farms
    - Egg production operations
    - Feedlots
3. *Activity type—Agricultural services.*
  - a. *Intent and limitations.* This grouping is intended to include a variety of service functions that are directly linked to the agricultural activities that these functions support.
  - b. *Use listing.*
    - Crop drying, storage and processing services
    - Crop planting, cultivating and protection services
    - Horticultural and soil preparation services
    - Veterinary services for livestock
4. *Activity type—Mining and quarrying.*
  - a. *Intent and limitations.* This grouping is intended to include operations and facilities either utilized by, or in support of the extraction of minerals, ores, petroleum and natural gas or in the quarrying and collection of stone, sand and gravel, clay and other nonmetallic minerals (such as phosphate rock).
  - b. *Use listing.*
    - Borrow pits involving soil extraction for off-site use
    - Chemical fertilizer and nonmetallic mineral mining
    - Clay, ceramic and refractory minerals mining
    - Coal mining
    - Crude petroleum and natural gas production
    - Metal ore and mineral mining
    - Sand and gravel quarrying
    - Stone quarrying
    - Metal ore and mineral mining
    - Sand and gravel quarrying
    - Stone quarrying

5. *Activity type—Plant and forest nurseries.*

- a. *Intent and limitations.* This grouping is intended to include the cultivation for sale of horticultural specialties, such as flowers, shrubs and trees, intended for ornamental, landscaping, or tree planting purposes.

b. *Use listing.*

Forest nursery

Plant nursery

**Sec. 6-102. Uses and structures.**

6-102.1 *General provisions.* Principal uses of buildings or other structures and land have been classified and combined into major classes and activity types in article III of this ordinance. The procedure for interpreting the classes and type of activities is provided in article III, section 3-101, table 6-102A, presents a tabulation of uses and structures which are classified as principal permitted (P), permitted with supplemental provisions (SUP) or conditional (C) uses within the various commercial districts. The supplemental design provisions with which (SUP) and (C) uses and activities are required to comply appear in article III, section 3-104, Supplemental use regulations.

Table 6-102A. Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts									
[Uses and Structures]			Districts						
			CG	CI	CMU	CNS	OPS	CTC	CRC
Principal uses and activities									
I.	Residential activities								
	A.	Permanent residential activity							
		1. Single-family dwelling							
		2. Duplex dwelling							
		3. Multifamily dwelling							
		4. Manufactured home dwelling							
	B.	Semi-transient residential activity							
		1. Lodginghouses							
	C.	Mixed Use Development							
		1. Mixed-Use Building			P(1,5,10)			P(1,5,6,10)	
		2. Mixed-Use Site			P(1,5,10)			P(1,5,6,10)	
II.	Community facility activities								
	A.	Administrative services	P	P	P	P	P	P	P
	B.	Child care facilities	SUP	SUP	SUP	SUP	SUP	SUP	SUP



	C.	Community assembly	P	P	P	SUP	SUP	SUP	SUP
	D.	Cultural and recreational facilities	P	P	P	C	C	C	P
	E.	Educational facilities	P	P	P	P	P	P	P
	F.	Essential public transport, communication and utility services	P	P	P	P	P	P	P
	G.	Extensive impact facilities	C		C				
	H.	Health care facilities	SUP	SUP	SUP	C	C	C	SUP
	I.	Intermediate impact facilities	C	C	C		C	C	C
	J.	Religious facilities	C	C	C	C	C	C	C
	K.	Special institutional care facilities	C		C				
	L.	Special personal and group care facilities	C		C	C	C	C	
	M.	Waste disposal operations							
III.	Commercial activities								
	A.	Adult entertainment							
	B.	Animal care and veterinary services	SUP	SUP	SUP	SUP		SUP	SUP
	C.	Automotive parking	P	P	P			P	
	D.	Automotive and marine craft sales, service and repair	P(4)	P	C				
	E.	Banking, financial, insurance and real estate services	P(7)	P(7)	P(7)	SUP(7)	SUP(7)(8)	P(7)	P(7)
	F.	Convenience retail sales and services	SUP	SUP	SUP	SUP(2)(3)	SUP(2)(3)	SUP(2)	SUP(2)
	G.	Entertainment and amusement services, limited	P	P	C			P	P

	H.	General business and communications	P	P	P	SUP	SUP	P	P
	I.	General retail trade	P(9)	P(9)	P(9)			P(9)	P(9)
	J.	Group assembly and commercial outdoor recreation	C	C	C				C
	K.	Outdoor material and equipment sales and repair	P		P				
	L.	Professional services, medical	P	P	P	SUP	P(8)	P	P
	M.	Professional services, nonmedical	P	P	P	SUP	P(8)	P	P
	N.	Restaurant, full-service	P	P	P	SUP	P(8)	P	P
	O.	Restaurant, take-out	P	P	P			P	P
	P.	Scrap operations							
	Q.	Self-service storage							
	R.	Transient habitation	P	P	P			P(5)	P
	S.	Warehousing goods, transport and storage							
	T.	Wholesale sales	P	P	P				
IV.	Manufacturing activities								
	A.	Manufacturing, limited	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup> SUP			P <sup>11</sup>	P <sup>11</sup>
Accessory uses and activities									
	Accessory child care		C	C	C	C	C	C	C
	Accessory storage		P	P	P	P	P	P	P
	Administrative office		P	P	P	P	P	P	P
	Employee cafeteria		C	C	C			C	C
	Private recreational facilities		P	P	P			P	P
	Production for retail sale		C	C	C			C	C
	Residential occupancy		C	C	C	C	C	C	C

Note(s)—Key to interpreting use classifications.

P = Use permitted by right within the district.

SUP = Principal use permitted with supplemental provisions.

C = Conditional use (subject to approval by the Board of [Zoning] Appeals).

ASP = Accessory use permitted with supplemental provisions.

- (1) See [sub]section 5-104.1 and 6-104.1.
- (2) Gasoline sales and convenience markets are not permitted within CTC Districts.
- (3) Retail liquor stores shall not be permitted in the CNS and OPS Zoning Districts.
- (4) In CG districts, the following use listings are prohibited: Auto dealers, auto towing services.
- (5) When approved through the PUD or PUD Amendment process in article VIII.
- (6) Within the Town Center Overlay District, Main Street Area, and when approved through the PUD process in article VIII.
- (7) Excluding payday lenders and pawn shops.
- (8) See 6-104.3.
- (9) Grocery stores shall have a minimum of 20,000 square feet in sales floor area.
- (10) Any CMU or CTC mixed use building or mixed use site must meet the requirements for residential development standards set forth in Zoning Code section 8-207. To the extent any other applicable regulation or any modification through the PUD process imposes additional/conflicting regulations on a PUD applicant, the most strict regulation will apply.
- (11) Only Breweries and Microbreweries are permitted. In CTC and CMU Breweries and Microbreweries shall be permitted only through the PUD process in Article VIII.

6-102.2 *Principal permitted uses (P)*. Principal permitted uses are permitted as a matter of right within the district indicated, subject to the general requirements established for the district wherein the use is located.

6-102.3 *Uses permitted with supplemental provisions (SUP)*. A use permitted with conditions is an activity, use or structure which is permitted subject to a finding by the Zoning Administrator that the specific standards indicated for the use in question have been met. Only those uses and structures so indicated in table 6-102A, may be allowed within the districts indicated.

6-102.4 *Conditional uses (C)*. A conditional use is an activity, use, or structure which may require large land area, have unique operating, traffic generating or other characteristics that may tend to dominate or adversely affect the area more than do other uses permitted within the same zone district. Because the impacts of these uses cannot be satisfactorily predetermined for every possible location within a zone district, these land uses are permitted only upon approval by the Board of [Zoning] Appeals. Each conditional use is subject to a finding by the Board of [Zoning] Appeals that the specific standards indicated for the use in question have been met. Only those uses and structures so indicated in table 6-102A, may be allowed within the districts indicated.

6-102.5 *Accessory uses*. In addition to the principal activities expressed above, each activity type shall be deemed to include activities customarily associated with, and appropriate, incidental, and subordinate to the principal activity when such accessory activity is located on the same zone lot as such principal activity and meets the further conditions set forth in article III, section 3-105. Accessory uses designated with the letter "P" in table 6-102A, are permitted as a matter of right and no permit is required to conduct the activity in question. Those accessory uses designated with the letters "ASP" require a permit obtained from the Office of the Zoning Administrator. Permits for accessory uses designated "ASP" shall be issued upon demonstration that the activity in question meets the

requirements established for such activity article III, section 3-105. The third classification of accessory uses designated by the letter "C" require approval as a conditional use by the Board of Zoning Appeals. Upon issuance of any permit for a conditional accessory use such use or activity shall be continuously subject to compliance with any operational standard or criteria established by the Board of [Zoning] Appeals.

6-102.6 *Temporary uses.* The temporary uses and structures specified in article III, section 3-106, as permissible within residential districts may be permitted for the limited time periods indicated for each such use or activity.

6-102.7 *Uses not permitted.* Any uses or structures not allowable as permitted uses, conditional uses, temporary uses or accessory uses are prohibited within the various commercial districts.

**Recommendation:** Staff recommends forwarding the amendments of Sections 2-103, 3-103 and 6-102 of the Zoning Ordinance to the Board of Commissioners with a recommendation for approval.



## MEMORANDUM

**Date:** July 20, 2023

**To:** Luke Winchester, Chairman  
and Planning Commission

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

**Re:** Breweries in Commercial  
Zoning Ordinance Amendment  
Map – N/A  
Parcel(s) – N/A

---

**Overview:** The City has recently begun to receive questions regarding brewery/taproom type uses and whether or not they are permitted within commercial districts in the City. The Zoning Ordinance does not allow this particular use in commercial, the production of beverages is considered a manufacturing use, relegating it to industrially zoned areas.

**Summary:** This amendment will allow small scale production of beverages to be consumed primarily on premise in certain commercial districts. If approved, breweries and microbreweries will be permitted, through the PUD process, in all commercial districts excluding CNS and OPS. Sections 2-103, 2-103 and 6-102 of the Zoning Ordinance are amended as shown highlighted in **YELLOW** below:

### **Sec. 2-103. Definition of land use activities.**

The definitions within this section are applicable to specific land use activities appearing throughout this ordinance.

#### *2-103.4 Manufacturing activities.*

**Brewery** [means] the large-scale production of beer and/or malt beverages in quantities exceeding twenty-five thousand (25,000), however not exceeding fifty thousand (50,000) barrels annually, with one (1) barrel holding thirty-one (31) gallons, and may include as an accessory use, tours, a taproom/tasting room, restaurant, or retail space for the consumption of beer and/or malt beverages made on-site and purchase of brewery related merchandise.

*Manufacturing, basic industry* [means] an establishment engaged in the basic processing, conversion and manufacturing of materials or products predominantly from extracted or raw materials, or manufacturing processes utilizing flammable or explosive materials. or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions, other than those classified in the hazardous operations activity type.

*Manufacturing, general.* This grouping includes all manufacturing operations excepting those classified as basic industry or hazardous operations.

*Manufacturing, hazardous operations* [means] any establishment engaged in production and/or storage of materials that present serious hazards to human life and health.

*Manufacturing, limited* [means] an establishment primarily engaged in the on-site production of limited quantities of goods by hand manufacturing that generally involves the use of hand or small power tools, that may include the incidental direct sale of those goods to consumers.

*Microbrewery* [means] the small-scale production of beer and/or malt beverages in quantities not to exceed twenty-five thousand (25,000) barrels annually, with one (1) barrel holding thirty-one (31) gallons, and may include as an accessory use tours, a taproom/tasting room, restaurant or retail space for the consumption of beer and/or malt beverages made on-site and purchase of brewery related merchandise.

#### 2-103.5 *Agricultural and extractive activities.*

*Agriculture, general.* This term is intended to include farms (and farm residences) that involve orchards, raising of livestock, dairy cattle, horses or poultry, and truck farming.

*Agriculture, intensive.* These agricultural uses include operations where animals are tightly confined in buildings or outdoor pens including operation of one or more of the following:

- (a) *Dairy farm* means any place or premises where one or more cows are kept and from which a part or all of the milk or milk products is provided, sold or offered for sale to milk plant, transfer station or receiving station.
- (b) *Egg production house* means any place or premises where chickens are kept for production of eggs for resale to processors, wholesalers or retailers.
- (c) *Feedlot* means a lot, yard, corral or other area in which livestock are confined primarily for the purposes of feeding, growing, raising, or birthing prior to slaughter. Feedlot does not include areas which are used for the raising of crops or other vegetation upon which livestock are allowed to graze or feed.

*Agricultural services.* This term is intended to encompass a wide variety of service activities that directly support production of crops and animals but are not in and of themselves agricultural activities.

*Mining, quarrying and soil extraction.* This term is intended to include all operations engaged in the removal by excavation, stripping, dredging or otherwise taking of soil, gravel and sand for off-site use.

*Plant and forest nursery.* This category includes nurseries with or without retail sales or accessory greenhouses. A minimum of 51 percent of all materials sold by a nursery must be grown on-site. (Nurseries containing a garden center are included within the "Outside material and equipment sales and repair yards" commercial classification.)

#### 2-103.6 *Accessory activities.*

*Accessory apartment* [means] an apartment shall be considered an accessory use to any single-family dwelling when such apartment is occupied by a family member and complies with the provisions of article III, subsection 3-105.1.

*Bed and breakfast-homestay* [means] a minor home occupation that provides one to three rooms for occasional paying guests on an overnight basis for periods not to exceed 14 days with one daily meal being available on the premises. A bed and breakfast homestay is allowable only in a building originally constructed as a single-family residence.

*Bed and breakfast inn* [means] an operator or owner occupied residence that provides four to 12 rooms for paying guests on an overnight basis for periods not to exceed 14 days with one daily meal being available on the premises. A bed and breakfast inn is allowable only in a building originally constructed as a residence. Bed and breakfast inns are subject to approval by the Tennessee Department of Environment and Conservation in addition to all local requirements.

*Country inn* [means] a bed and breakfast inn that also has facilities for group and/or special event activities. A country inn is allowable only in a building constructed as a residential dwelling. Country

inns are subject to approval by the Tennessee Department of Environment and Conservation, in addition to all local requirements.

**Sec. 3-103. Detailed activity listing.**

**3-103.4 Manufacturing activities—Class and types.**

**1. Activity type—Manufacturing, limited.**

- a. *Intent and limitations.* This grouping is intended to include manufacturing operations which involve compounding, processing, assembling, packaging treatment or fabrication of materials necessary to create the following products:

Apparel accessories, such as hats, jewelry and umbrellas

Art objects

Bakery goods

Beverages

Dairy products

Instruments for scientific, medical, dental, engineering and other professional purposes

Printed matter

Signs

Note(s)—No activity included within this grouping shall involve the outside storage of any amount of raw material or finished goods.

- b. *Use listing.* In addition to the manufacturing of the above products the following activities and operations are held to be limited manufacturing activity:

**Brewery**

Bookbinding

Candlemaking

Data processing service

**Microbrewery**

Photocopying

Photoengraving

Precision machining of dies, jigs and fixtures

Printing

Publishing

Record pressing

Upholstering

**2. Activity type—Manufacturing, basic industry.**

- a. *Intent and limitations.* This grouping is intended to include firms engaged in conversion, processing and storage of extracted or raw materials, or in the use and/or storage of flammable or explosive materials, or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions, other than those classified as hazardous operations. The grouping includes activities engaged in the following operations as well as the storage, manufacture, compounding, or treatment of the materials indicated:

Asphaltic cement and concrete batching

Cotton seed oil

Fat rendering  
Fuel production, refining and bulk storage  
Organic fertilizers  
Smelting and refining of metals  
Wood pulp

- b. *Use listing.* Subject to the general intent and limitations set out above for this use grouping the following manufacturing activities and operations shall be considered basic manufacturing:

Abrasive and nonmetallic mineral processing  
Asphaltic cement plants  
Bulk fuel storage, processing and distribution  
Cement and/or concrete plants  
Coal yards  
Cotton ginning  
Crematories  
Fat rendering  
Foundries  
Grain milling  
Ore reduction  
Offal processing  
Pulp manufacturing  
Slaughterhouses  
Steel works and metal smelting  
Tanneries

3. *Activity type—Manufacturing, general.*

- a. *Intent and limitations.* This grouping is intended to include a broad range of operations which includes assembling, manufacturing and fabricating. The grouping does not include those activities engaged in operations classified as basic industry or hazardous operations.
- b. *Use listing.* Subject to the general intent and limitations set out above for this use grouping manufacturing activities and operations, except those classified as basic industry or hazardous operations shall be classified as general manufacturing operations.

4. *Activity type—Manufacturing, hazardous operations.*

- a. *Intent and limitations.* This grouping is intended to include all manufacturing and storage operations and facilities that may present serious hazards to human life and health. The use listing presented within this grouping is intended to be illustrative of the type operations included within this activity type and is not intended to be inclusive of all operations which may be considered as hazardous. The grouping is specifically intended to include operations engaged in storage of, as well as manufacturing operations involving the use of substances that may present serious hazards to human life and health. In any instance where the nature of operations or of materials utilized in such operations can be substantiated as presenting serious hazards to human life and health, such activities shall be classified as hazardous operations.
- b. *Use listing.*
- Arsenals  
Atomic reactors



Explosives and fireworks manufacture and storage

3-103.5 *Agricultural and extractive activities—Class and types.*

1. *Activity type—Agriculture, general.*
  - a. *Intent and limitations.* This grouping is intended to include the raising of tree, vine, field, forage and other plant crops intended to provide food or fiber, as well as keeping, grazing or feeding animals for animal products, animal increase or value increase.
  - b. *Use listing.*
    - Animal raising
    - Food crop production
2. *Activity type—Agriculture, intensive.*
  - a. *Intent and limitations.* This grouping is intended to include feedlots, dairy farms and egg production operations covered under provisions of sections 48-18-101 through 48-18-104, Tennessee Code, where animals are tightly confined in buildings or outdoor pens including facilities for the processing, packaging, or treatment of agricultural products.
  - b. *Use listing.*
    - Dairy farms
    - Egg production operations
    - Feedlots
3. *Activity type—Agricultural services.*
  - a. *Intent and limitations.* This grouping is intended to include a variety of service functions that are directly linked to the agricultural activities that these functions support.
  - b. *Use listing.*
    - Crop drying, storage and processing services
    - Crop planting, cultivating and protection services
    - Horticultural and soil preparation services
    - Veterinary services for livestock
4. *Activity type—Mining and quarrying.*
  - a. *Intent and limitations.* This grouping is intended to include operations and facilities either utilized by, or in support of the extraction of minerals, ores, petroleum and natural gas or in the quarrying and collection of stone, sand and gravel, clay and other nonmetallic minerals (such as phosphate rock).
  - b. *Use listing.*
    - Borrow pits involving soil extraction for off-site use
    - Chemical fertilizer and nonmetallic mineral mining
    - Clay, ceramic and refractory minerals mining
    - Coal mining
    - Crude petroleum and natural gas production
    - Metal ore and mineral mining
    - Sand and gravel quarrying
    - Stone quarrying
    - Metal ore and mineral mining
    - Sand and gravel quarrying
    - Stone quarrying

5. *Activity type—Plant and forest nurseries.*

- a. *Intent and limitations.* This grouping is intended to include the cultivation for sale of horticultural specialties, such as flowers, shrubs and trees, intended for ornamental, landscaping, or tree planting purposes.

b. *Use listing.*

Forest nursery

Plant nursery

**Sec. 6-102. Uses and structures.**

6-102.1 *General provisions.* Principal uses of buildings or other structures and land have been classified and combined into major classes and activity types in article III of this ordinance. The procedure for interpreting the classes and type of activities is provided in article III, section 3-101, table 6-102A, presents a tabulation of uses and structures which are classified as principal permitted (P), permitted with supplemental provisions (SUP) or conditional (C) uses within the various commercial districts. The supplemental design provisions with which (SUP) and (C) uses and activities are required to comply appear in article III, section 3-104, Supplemental use regulations.

Table 6-102A. Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts									
[Uses and Structures]			Districts						
			CG	CI	CMU	CNS	OPS	CTC	CRC
Principal uses and activities									
I.	Residential activities								
	A.	Permanent residential activity							
		1. Single-family dwelling							
		2. Duplex dwelling							
		3. Multifamily dwelling							
		4. Manufactured home dwelling							
	B.	Semi-transient residential activity							
		1. Lodginghouses							
	C.	Mixed Use Development							
		1. Mixed-Use Building			P(1,5,10)			P(1,5,6,10)	
		2. Mixed-Use Site			P(1,5,10)			P(1,5,6,10)	
II.	Community facility activities								
	A.	Administrative services	P	P	P	P	P	P	P
	B.	Child care facilities	SUP	SUP	SUP	SUP	SUP	SUP	SUP

	C.	Community assembly	P	P	P	SUP	SUP	SUP	SUP
	D.	Cultural and recreational facilities	P	P	P	C	C	C	P
	E.	Educational facilities	P	P	P	P	P	P	P
	F.	Essential public transport, communication and utility services	P	P	P	P	P	P	P
	G.	Extensive impact facilities	C		C				
	H.	Health care facilities	SUP	SUP	SUP	C	C	C	SUP
	I.	Intermediate impact facilities	C	C	C		C	C	C
	J.	Religious facilities	C	C	C	C	C	C	C
	K.	Special institutional care facilities	C		C				
	L.	Special personal and group care facilities	C		C	C	C	C	
	M.	Waste disposal operations							
III.	Commercial activities								
	A.	Adult entertainment							
	B.	Animal care and veterinary services	SUP	SUP	SUP	SUP		SUP	SUP
	C.	Automotive parking	P	P	P			P	
	D.	Automotive and marine craft sales, service and repair	P(4)	P	C				
	E.	Banking, financial, insurance and real estate services	P(7)	P(7)	P(7)	SUP(7)	SUP(7)(8)	P(7)	P(7)
	F.	Convenience retail sales and services	SUP	SUP	SUP	SUP(2)(3)	SUP(2)(3)	SUP(2)	SUP(2)
	G.	Entertainment and amusement services, limited	P	P	C			P	P

	H.	General business and communications	P	P	P	SUP	SUP	P	P
	I.	General retail trade	P(9)	P(9)	P(9)			P(9)	P(9)
	J.	Group assembly and commercial outdoor recreation	C	C	C				C
	K.	Outdoor material and equipment sales and repair	P		P				
	L.	Professional services, medical	P	P	P	SUP	P(8)	P	P
	M.	Professional services, nonmedical	P	P	P	SUP	P(8)	P	P
	N.	Restaurant, full-service	P	P	P	SUP	P(8)	P	P
	O.	Restaurant, take-out	P	P	P			P	P
	P.	Scrap operations							
	Q.	Self-service storage							
	R.	Transient habitation	P	P	P			P(5)	P
	S.	Warehousing goods, transport and storage							
	T.	Wholesale sales	P	P	P				
IV.	Manufacturing activities								
	A.	Manufacturing, limited	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup> SUP			P <sup>11</sup>	P <sup>11</sup>
Accessory uses and activities									
	Accessory child care		C	C	C	C	C	C	C
	Accessory storage		P	P	P	P	P	P	P
	Administrative office		P	P	P	P	P	P	P
	Employee cafeteria		C	C	C			C	C
	Private recreational facilities		P	P	P			P	P
	Production for retail sale		C	C	C			C	C
	Residential occupancy		C	C	C	C	C	C	C

Note(s)—Key to interpreting use classifications.

P = Use permitted by right within the district.

SUP = Principal use permitted with supplemental provisions.

C = Conditional use (subject to approval by the Board of [Zoning] Appeals).

ASP = Accessory use permitted with supplemental provisions.

- (1) See [sub]section 5-104.1 and 6-104.1.
- (2) Gasoline sales and convenience markets are not permitted within CTC Districts.
- (3) Retail liquor stores shall not be permitted in the CNS and OPS Zoning Districts.
- (4) In CG districts, the following use listings are prohibited: Auto dealers, auto towing services.
- (5) When approved through the PUD or PUD Amendment process in article VIII.
- (6) Within the Town Center Overlay District, Main Street Area, and when approved through the PUD process in article VIII.
- (7) Excluding payday lenders and pawn shops.
- (8) See 6-104.3.
- (9) Grocery stores shall have a minimum of 20,000 square feet in sales floor area.
- (10) Any CMU or CTC mixed use building or mixed use site must meet the requirements for residential development standards set forth in Zoning Code section 8-207. To the extent any other applicable regulation or any modification through the PUD process imposes additional/conflicting regulations on a PUD applicant, the most strict regulation will apply.
- (11) Only Breweries and Microbreweries are permitted. In CTC and CMU Breweries and Microbreweries shall be permitted only through the PUD process in Article VIII.

6-102.2 *Principal permitted uses (P)*. Principal permitted uses are permitted as a matter of right within the district indicated, subject to the general requirements established for the district wherein the use is located.

6-102.3 *Uses permitted with supplemental provisions (SUP)*. A use permitted with conditions is an activity, use or structure which is permitted subject to a finding by the Zoning Administrator that the specific standards indicated for the use in question have been met. Only those uses and structures so indicated in table 6-102A, may be allowed within the districts indicated.

6-102.4 *Conditional uses (C)*. A conditional use is an activity, use, or structure which may require large land area, have unique operating, traffic generating or other characteristics that may tend to dominate or adversely affect the area more than do other uses permitted within the same zone district. Because the impacts of these uses cannot be satisfactorily predetermined for every possible location within a zone district, these land uses are permitted only upon approval by the Board of [Zoning] Appeals. Each conditional use is subject to a finding by the Board of [Zoning] Appeals that the specific standards indicated for the use in question have been met. Only those uses and structures so indicated in table 6-102A, may be allowed within the districts indicated.

6-102.5 *Accessory uses*. In addition to the principal activities expressed above, each activity type shall be deemed to include activities customarily associated with, and appropriate, incidental, and subordinate to the principal activity when such accessory activity is located on the same zone lot as such principal activity and meets the further conditions set forth in article III, section 3-105. Accessory uses designated with the letter "P" in table 6-102A, are permitted as a matter of right and no permit is required to conduct the activity in question. Those accessory uses designated with the letters "ASP" require a permit obtained from the Office of the Zoning Administrator. Permits for accessory uses designated "ASP" shall be issued upon demonstration that the activity in question meets the

requirements established for such activity article III, section 3-105. The third classification of accessory uses designated by the letter "C" require approval as a conditional use by the Board of Zoning Appeals. Upon issuance of any permit for a conditional accessory use such use or activity shall be continuously subject to compliance with any operational standard or criteria established by the Board of [Zoning] Appeals.

6-102.6 *Temporary uses.* The temporary uses and structures specified in article III, section 3-106, as permissible within residential districts may be permitted for the limited time periods indicated for each such use or activity.

6-102.7 *Uses not permitted.* Any uses or structures not allowable as permitted uses, conditional uses, temporary uses or accessory uses are prohibited within the various commercial districts.

**Recommendation:** Staff recommends forwarding the amendments of Sections 2-103, 3-103 and 6-102 of the Zoning Ordinance to the Board of Commissioners with a recommendation for approval.



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0341  
10.A.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS GOLDEN BEAR PLACE  
SUBDIVISION, LOCATED AT GOLDEN BEAR PLACE AND BECKWITH ROAD, MAP 078,  
PARCEL 10.09, FROM OPS TO CI**



## MEMORANDUM

**Date:** September 21, 2023

**To:** Luke Winchester, Chairman  
and Planning Commission

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

**Re:** Golden Bear Place  
Rezone  
Map - 078  
Parcel(s) – 010.09

---

**Request:** Submitted by Ragan Smith on behalf of the owner Savage Capital, the applicant seeks Rezone approval for property located at Golden Bear Gateway and Volunteer Boulevard in District 3.

**Description:** The subject property is in the City limits (known as the Lowery property) and is undeveloped. It is approximately 8.71 acres in area. It is zoned OPS (office and professional services). It is located between Golden Bear Gateway and Rutland Drive, east of Volunteer Boulevard. The applicant desires to change the zoning to CI (commercial interchange) for restaurant, car wash and retail uses. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Savage Capital	Interstate Commercial	N/A	OPS	CI

**Future Land Use Plan:** The City's Future Land Use Map identifies the property as Interstate Commercial. Surrounding land uses classifications include Interstate Commercial, Mixed Use and Business Development. The future land use plan supports this request.

**Zoning:** Current zoning OPS and the requested zoning is CI. Surrounding properties include CMU, IR, CI and OPS.

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

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



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

**Summary:** The City's Future Land Use Plan supports this Rezone request from OPS to CI.

**Recommendation:** Staff recommends forwarding the Rezone request for the Lowery property on Golden Bear Gateway to the Board of Commissioners with a positive recommendation, with the following conditions:

**Planning & Zoning:**

1. Golden Bear Gateway is incorrectly labeled as Eastgate Boulevard, revise.

**Public Works:**

No Comments

**WWUD:**

No Comments

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS GOLDEN BEAR PLACE SUBDIVISION, LOCATED AT GOLDEN BEAR PLACE AND BECKWITH ROAD, MAP 078, P/O PARCEL 10.09, FROM OPS TO CI.**

**WHEREAS**, the rezoning request is supported by the City's Land Plan and complies with the findings found in the City's Zoning Ordinance, and;

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

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

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to rezone the property from OPS to CI; and

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

**SECTION 1.** – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning the certain parcel of real property at Golden Bear Place and Beckwith Road, Map 078, p/o Parcel 10.09, from OPS to CI. It is further conditioned as follows:

**Planning & Zoning:**

1. Golden Bear Gateway is incorrectly labeled as Eastgate Boulevard, revise.

**LEGAL DESCRIPTION** – See Exhibit A (attached)

**SECTION 2.** – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on \_\_\_\_\_ at 6:15 p.m.

**BE IT FURTHER ORDAINED**

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further. If any section, clause, or provision or portion of this ordinance is held to be invalid or

unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

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

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:\_\_\_\_\_

SECOND READING:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

\_\_\_\_\_  
Kenny Martin, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney

## Exhibit A

### PROPERTY DESCRIPTION

GBP STRATEGIC REALTY PARTNERS, LLC

MAP 78 PARCEL 10.09

DEED BOOK 2241, PAGE 2346

REGISTERS OFFICE FOR WILSON COUNTY, TENNESSEE

BEING A CERTAIN TRACT OF LAND LYING IN THE TWENTY-FOURTH CIVIL DISTRICT OF MT. JULIET, WILSON COUNTY, TENNESSEE. SAID PROPERTY IS SHOWN AS PARCEL 10.09 ON WILSON COUNTY PROPERTY MAP 78. BEING THE SAME PROPERTY AS CONVEYED TO GBP STRATEGIC REALTY PARTNERS, LLC, OF RECORD IN DEED BOOK 2241, PAGE 2346, R.O.W.C.T (REGISTERS OFFICE FOR WILSON COUNTY, TENNESSEE). SAID PROPERTY IS BOUND ON THE NORTH BY GOLDEN BEAR GATEWAY, ON THE EAST BY LP LAND HOLDINGS, LLC, OF RECORD IN DEED BOOK 2029, PAGE 1384, R.O.W.C.T., WHICH IS SHOWN AS LOT 1 ON THE PLAT ENTITLED, LOWERY SUBDIVISION, OF RECORD IN PLAT BOOK P30, PAGE 275, R.O.W.C.T., ON THE SOUTH BY RUTLAND DRIVE AND ON THE WEST BY VOLUNTEER BOULEVARD, AND BEING MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS;

**BEGINNING** AT A P.K. NAIL (OLD), IN THE SOUTHERLY RIGHT-OF-WAY LINE OF GOLDEN BEAR GATEWAY, AT THE NORTHWESTERLY CORNER OF SAID LOT 1 AND BEING THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PROPERTY;

THENCE, LEAVING SAID RIGHT-OF-WAY LINE WITH SAID LOT 1, SOUTH 32 DEGREES 04 MINUTES 41 SECONDS WEST, 303.95 FEET TO A P.K. NAIL (OLD), IN THE NORTHERLY RIGHT-OF-WAY LINE OF RUTLAND ROAD;

THENCE, LEAVING SAID LOT 1 WITH SAID RIGHT-OF-WAY LINE, NORTH 57 DEGREES 44 MINUTES 54 SECONDS WEST, 1197.31 FEET TO AN IRON ROD (OLD), WITH A CAP STAMPED RLS2351, AT THE SOUTHEASTERLY RADIUS RETURN OF VOLUNTEER BOULEVARD;

THENCE, WITH SAID RETURN, WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 74.76 FEET, A DELTA ANGLE OF 85 DEGREES 40 MINUTES 23 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 14 DEGREES 59 MINUTES 27 SECONDS WEST, 67.99 FEET TO AN IRON ROD (OLD), WITH A CAP STAMPED RLS2351, IN THE EASTERLY RIGHT-OF-WAY LINE OF VOLUNTEER BOULEVARD;

THENCE, WITH SAID RIGHT-OF-WAY LINE, NORTH 27 DEGREES 51 MINUTES 47 SECONDS EAST, 203.37 FEET TO AN IRON ROD (OLD), WITH A CAP STAMPED RLS2351, AT THE EASTERLY RADIUS RETURN OF VOLUNTEER BOULEVARD;

THENCE, WITH SAID RETURN, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 82.30 FEET, A DELTA ANGLE OF 94 DEGREES 18 MINUTES 21 SECONDS, A TANGENT OF 53.91, AND A CHORD BEARING AND DISTANCE OF NORTH 74 DEGREES 58 MINUTES 48 SECONDS EAST, 73.32 FEET TO AN IRON ROD (OLD), WITH A CAP STAMPED RLS2351, IN THE SOUTHERLY RIGHT-OF-WAY LINE OF GOLDEN BEAR GATEWAY;

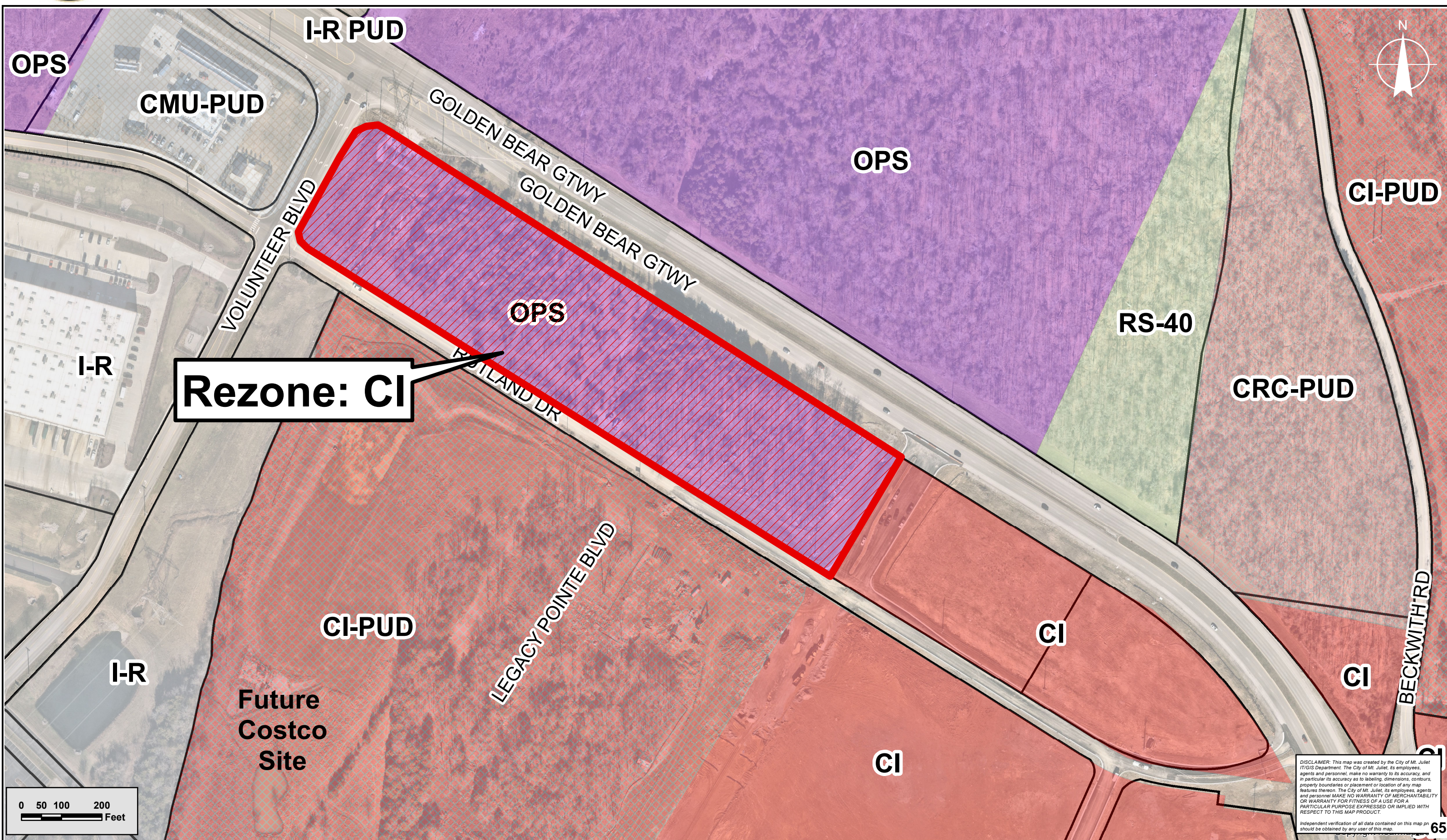
THENCE, WITH SAID RIGHT-OF-WAY LINE, SOUTH 57 DEGREES 48 MINUTES 12 SECONDS EAST, 1212.13 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 379,573 SQUARE FEET OR 8.71 ACRES, MORE OR LESS.





# Exhibit B - Rezone

**Golden Gateway  
Map 078, p/o Parcel 010.09**







# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0346  
10.B.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY THE OWNER/DEVELOPER OF 105 CEDAR GROVE CHURCH ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 50, PARCEL 70.00**



## STAFF REPORT

**Date:** September 21, 2023

**To:** Luke Winchester, Chairman and Planning Commission

**From:** Shane Shamanur, P.E.  
Director of Engineering

**Re:** Mt. Juliet Code, Section 13-1-12 (1)  
Ordinance 98-02 - Sewer Service Outside City Limits  
Ordinance 19-36 – Outside City Customers

---

**Background:** The subject property location is 105 Cedar Grove Church Road, outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, Map 050, parcel 070.00. Total area of the property is  $\pm 0.57$  acres. This residential lot is part of the Groves of Nonaville development which obtained out-of-city sewer service for 5 lots with City Ordinance 2020-18. The properties on the west side of Nonaville Road in this area are not within the City limits.

**Request:** The developer/property owner wishes to connect one (1) single family lot to the City sewer system.

**Analysis:** The property is not contiguous to the City limits, however, changes in state law now allow non-contiguous annexation so long as the property is within the Urban Growth Boundary and is for industrial/commercial purpose or future residential development. In the case of this property, it does meet the criteria for non-contiguous annexation.

The developer/property owner will pay all regular charges and a surcharge of 100% additional for all city fees meeting Ordinance 2019-36 since said property is not within the city limits. Further, the owner understands and agrees to pay the tap and capacity fees required for connection to the City system. Installation of all wastewater facilities servicing the property will also be the responsibility and cost of the developer/property owner.

The best connection to the sewer system will be to connect to the force main installed as part of the Grove at Nonaville development which ties into the sewer system via the gravity main on the east side of Nonaville Road.

**Recommendation:** If the Planning Commission gives a positive recommendation of this request, staff recommends the sewer availability be subject to the following:

1. The directing of wastewater flows to the force main installed as part of the Grove of Nonaville development.
2. Payment of all fees including tap, connection, pretreatment, and user fees as outlined by Ordinance 2019-36

3. Installation of all sewerage facilities shall be inspected and approved by the Utilities Director, or a representative thereof.



## **EXECUTIVE SUMMARY:**

**AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY THE OWNER/DEVELOPER OF 105 CEDAR GROVE CHURCH ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 50, PARCEL 70.00**

### **Executive Summary**

- Who:** Owner/Developer of the Grove at Nonaville.
- What:** The developer/property owner wishes to connect one (1) single family lot to the City sewer system. Total area of the property is  $\pm 0.57$  acres. This residential lot is part of the Grove of Nonaville development which obtained out-of-city sewer service for 5 lots with City Ordinance 2020-18. The properties on the west side of Nonaville Road in this area are not within the City limits. The best connection to the sewer system will be to connect to the force main installed as part of the Grove at Nonaville development which ties into the sewer system via the gravity main on the east side of Nonaville Road.
- The property is not contiguous to the City limits, however, changes in state law now allow non-contiguous annexation so long as the property is within the Urban Growth Boundary and is for industrial/commercial purpose or future residential development. In the case of this property, it does meet the criteria for non-contiguous annexation. Regardless, no other properties west of Nonaville Road have been annexed into the City in the area of the subject property.
- When:** September 21<sup>st</sup>, 2023 PC meeting  
October 23<sup>rd</sup>, 2023 BOC meeting, 1<sup>st</sup> reading  
TBD BOC meeting, 2<sup>nd</sup> reading
- Where:** 105 Cedar Grove Church Road, outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, map 50, parcel 70.00.



SUITE 401  
2 INTERNATIONAL PLAZA  
NASHVILLE, TENNESSEE 37217

TELEPHONE: 615/366-6088  
FAX: 615/366-6203

**Water Management Services, LLC**

ENGINEERING • PLANNING • OPERATIONS • RATE STUDIES

December 4, 2019

Mr. Andrew Barlow, Director of Public Works/City Engineer  
Department of Public Works  
City of Mt. Juliet  
71 East Hill Street  
Mt. Juliet, Tennessee 37122

RE: Sewer Availability for 1491 Nonaville Road  
Map 50; Parcel 70.00

Dear Mr. Barlow,

Pursuant to the attached request, we have reviewed the feasibility of providing sanitary sewer service for 1491 Nonaville Road. This project proposes the development of six residential lots for connection to the existing sewer system adjacent to Nonaville Road.

**Anticipated wastewater for this Development as per attached information is estimated to be equal that of six (6) single family units @ 350 GPD = 2,100 GPD Estimated Average Wastewater Flow per day.**

This letter is to confirm that the City of Mt. Juliet's existing sanitary sewer facilities do have sufficient reserve capacity to accommodate this proposed connection. This recommendation for sewer availability is subject to the directing of wastewater flows to the existing gravity sewer East of Nonaville Road as shown on the attached portion of the City's Master Sewer Plan.

This sanitary sewer availability letter is recommended to be made available for an initial two (2) year period with provisions for a two (2) year extension upon request. If the Developer has not initiated work on this development within this period and has not paid for applicable sewer fees, the Developer would be required to request sewer availability again as if it were a new Development.

This proposed Development appears to be located **outside** the current Mt. Juliet City Limits (based on the City's Website latest City Limits Map) and **inside** the City's Urban Growth Boundary. This recommendation for sewer availability is subject to review and approval of the City of Mt. Juliet Planning Commission and the Mt. Juliet City Commission.

Please contact us should you have any questions or comments in this regard.

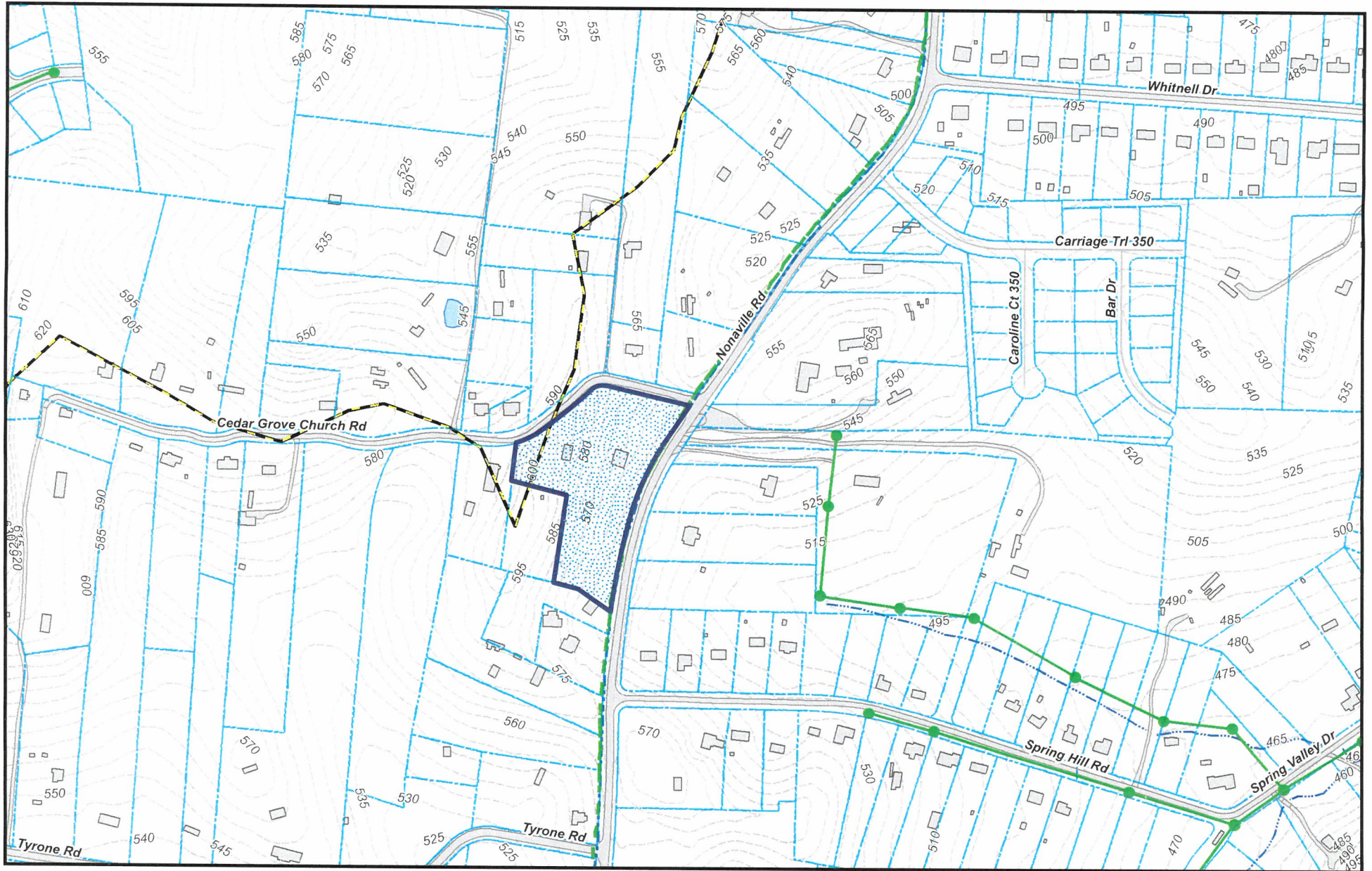
Sincerely,

Steven M. Jones, P.E.

Enclosures

Ccs: Mr. Kenny Martin, City Manager, via email  
Mr. Neal Hall, Dept. of Public Works, via email  
Ms. Donna Howard, Dept of Public Works, via email





### Legend

- Parcels
- Exist. Gravity Manholes
- Exist. Gravity Sewers
- Exist. Force Mains
- — — RidgeLines
- - - TVA- Power Lines
- - - City Limits
- - - UnderGround Gas Mains
- - - Creeks
- Building
- - - Contours

## 1491 Nonaville Rd Sewer Availability



0 62.5 125 250 375 500  
Feet

1 inch = 400 feet

PREPARED BY:

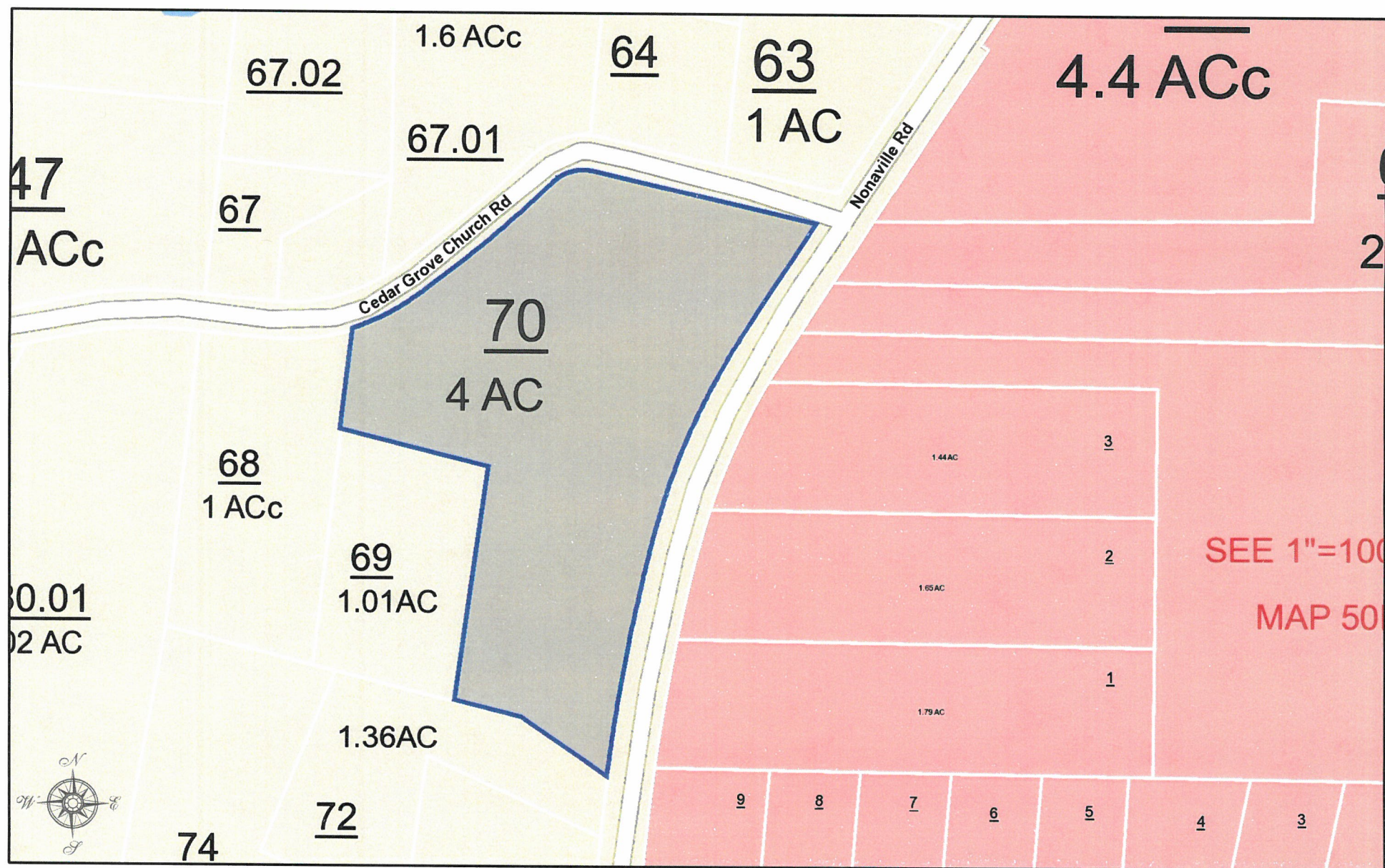


**WATER MANAGEMENT  
SERVICES, LLC**

PROFESSIONAL ENGINEERS NASHVILLE, TN



## 1491 Nonaville RD

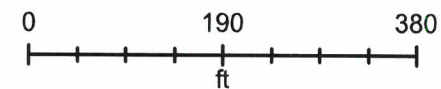


## WILSON COUNTY, TENNESSEE

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

MAP DATE: December 3, 2019

<http://geopowered.wilson.wilsonngis.com/>



**MT. JULIET, TENNESSEE  
ORDINANCE NUMBER 2023-**

**AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY THE OWNER/DEVELOPER OF 105 CEDAR GROVE CHURCH ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 50, PARCEL 70.00**

**WHEREAS**, Title 13-1-12(1) requires that “Any developer or land owner who anticipates undertaking any project outside the city limits of Mt. Juliet which would require connection to the Mt. Juliet sewer system shall first obtain the approval of the Mt. Juliet Planning Commission and the Mt. Juliet City Commission prior to any engineering design work concerning the sewer system,” and;

**WHEREAS**, Owner/Developer has requested permission to connect to the Mt. Juliet Sewer System for one (1) single family residence to be constructed at 105 Cedar Grove Church Road, Mt. Juliet, TN, Wilson County, TN Map 50, Parcel 70.00, and

**WHEREAS**, Mt. Juliet Planning Commission approved the request at a meeting held on September 21, 2023 and has forwarded the positive recommendation to the City Commission,

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

**Section 1.** The Board of Commissioners approves the request to connect to the Mt. Juliet sewer system, subject to the following conditions:

1. The directing of wastewater flows to the existing gravity sewer east of Nonaville Road.
2. One (1) sewer tap.
3. Payment of all fees including tap, connection, pretreatment, and user fees as outlined by Ordinance 2019-36
4. Installation of all sewerage facilities shall be inspected and approved by the Director of Utilities, or a representative thereof.

**BE IT FURTHER ORDAINED:**

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. 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.

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

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0361  
10.C.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 12.8 ACRES, PROPERTY KNOWN AS THE HENNINGER PROPERTY LOCATED 1006 GUILL ROAD, MAP 097, PARCEL 067, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY**





## MEMORANDUM

**Date:** October 19, 2023

**To:** Luke Winchester, Chairman  
and Planning Commission

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

**Re:** Henninger Property  
Annexation  
Map - 097  
Parcel(s) – 067.00

---

**Request:** Submitted by Dean Design Group on behalf of the property owner, the applicant seeks Annexation of property at 1006 Guill Road in Wilson County.

**Description:** The subject property is located on the west side of Guill Road and is zoned Wilson Co. R-1. Presently, the property includes the Brumley Mobile Home Park. The property is 12.8 acres. The proposal for the property includes a subdivision for 18 single family lots, all of which are 20,167 sq.ft. in area and will be served via a septic system. A soils area is delineated. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
1006 Guill Rd.	Medium Density Residential	N/A	Wilson Co. R-1	RS-40 Default

**Future Land Use Plan:** The City's Future Land Use Map identifies this area as Medium Density Residential. A land use plan amendment is not requested.

**Zoning:** Current zoning is R-1. If annexed the property would default to RS-40, Low Density Single Family Residential, as a rezone is not requested.

**Annexation:** The subject property is located wholly within the City's Urban Growth Boundary but is not contiguous with existing City limits. City sewer is approximately a mile away.

**Plan of Service:** A plan of services is included for review.

**Subdivision Regulations: Subdivisions in UGD:**

4-101.11 Lot Area Requirements for Subdivision's Within Mt. Juliet's Urban Growth Boundary



Applicability: Any project submitted to the Mt. Juliet Regional Planning Commission (RPC) for Preliminary Plat or Final Plat of a Major Subdivision (outside of a PUD) including any subdivision application for a parcel located outside the City of Mt. Juliet's corporate limits but within Mt. Juliet's Urban Growth Boundary shall be subject to the following requirements:

4-102.11, Lot Area Requirements for Subdivisions Within Mt. Juliet's Urban Growth Boundary:

- a) No subdivision of a parcel may result in any new lot/parcel having a total area of less than 40,000 sq.ft.
- b) No subdivision of a parcel is permitted if the applicant will not receive sewer service from the City of Mt. Juliet.
- c) Subsection (a) does not apply if:
  - a. The applicant for subdivision requested annexation by the City of Mt. Juliet and the annexation was denied; and
  - b. The applicant is requesting a subdivision of land that is substantially similar to that for which annexation was denied.
- d) Subsection (b) does not apply if:
  - a. The applicant for subdivision requested sewer service from the City of Mt. Juliet, and the City of Mt. Juliet, in writing, determined that providing sewer service to the area in question is not in the City of Mt. Juliet's best interest.

4-103.101. Sidewalks along new streets. Sidewalks shall be required along all streets.

4-103.103. Location of sidewalks. Sidewalks shall be required along both sides of all streets. Sidewalks shall be included within the dedicated nontraffic way portion of the right-of-way of all public ways. Concrete curbs are required for all public ways where sidewalks are to be constructed. A median strip of grassed or landscaped area at least six (6) feet wide shall separate all sidewalks from adjacent curbs. No sidewalk shall be constructed closer than six (6) inches from any lot line. Sidewalk construction details shall be shown in appendix B of these regulations.

4-103.105. Alternative pedestrian ways. Within PUD districts, the Planning Commission may recommend approval for pedestrian walkways at locations other than along the rights-of-way of streets provided that those locations provide an equal alternate pedestrian route. Within these developments, a system of pedestrian walkways may be located within commonly held open space and contained within access easements.

4-103.107. ADA Compliance. Proposed developments or re-developments along streets that contain existing sidewalks shall reconstruct the sidewalk and/or curb ramps to meet current ADA standards if it is determined that the sidewalk or curb ramp is non-compliant per the City's ADA transition plan or by the City's ADA coordinator. The sidewalk shall also be replaced to meet the width standards for that particular roadway classification even if it currently meets ADA compliance.

**Summary:** The proposal replaces the mobile home park with 18 single family lots. City sewer lines are approximately a mile away from this location. This subdivision does not meet the subdivision regulation requirements required of UGB subdivisions and is not contiguous with current City limits.

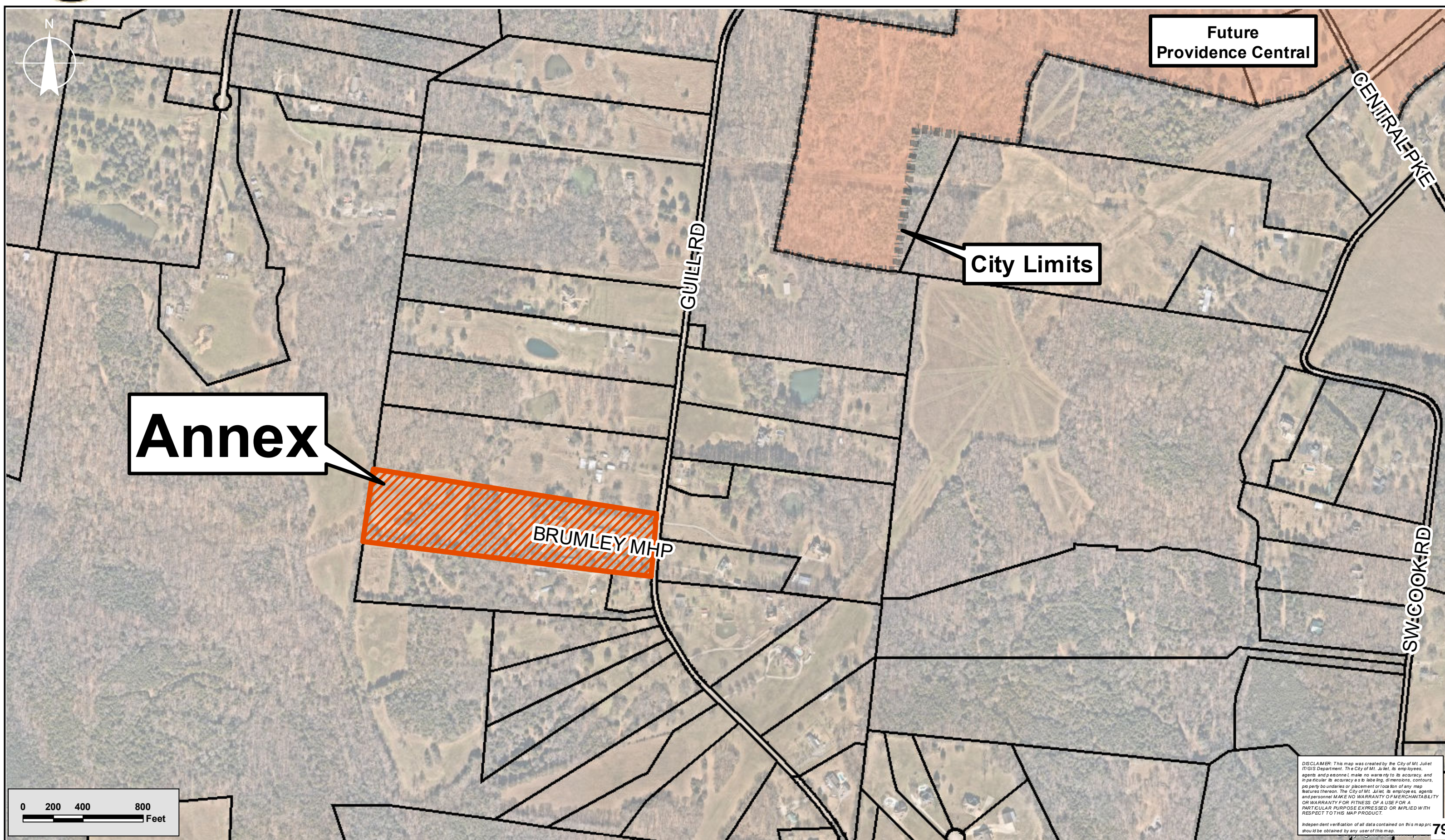
**Recommendation:** Staff does not recommend forwarding this Annexation and Plan of Services request for the Henninger property at 1006 Guill Road to the Board of Commissioners with a positive recommendation.





# Exhibit B - Annex

1006 Guill Road  
Map 097, Parcel 067.00







## Dean Design Group, LLC

### Legal Description of Henninger Property [1006 Guill Road] Map 097, Parcel 067.00; Deed Book 2209, Page 2330

Commencing at an iron rod located along the western right-of-way of Guill Road, that point also being the southeast corner of Map 097, Parcel 066.00, that property being owned by Herbert M. Goodrich etux Yvonne B. Goodrich, of record in Deed Book 2164, Page 237. This is the Point of Beginning:

Thence, South 6 degrees 34 minutes 20 seconds West, a distance of 50.06 feet to an iron rod;

Thence, South 6 degrees 18 minutes 50 seconds West, a distance of 200.30 feet to an iron rod;

Thence, along a curve having a Delta Angle of 4 degrees 36 minutes 30 seconds, a radius of 1,109.50 feet, an arc length of 89.24 feet, a chord bearing of South 4 degrees 00 minutes 35 seconds West, and a chord length of 89.21 feet to an iron rod;

Thence, North 80 degrees 00 minutes 40 seconds West, a distance of 239.04 feet to an iron rod;

Thence, South 12 degrees 23 minutes 40 seconds West, a distance of 8.24 feet to an iron rod;

Thence, North 83 degrees 09 minutes 20 seconds West, a distance of 398.16 feet to an iron rod;

Thence, North 82 degrees 05 minutes 00 seconds West, a distance of 121.14 feet to an iron rod;

Thence, North 53 degrees 15 minutes 00 seconds West, a distance of 11.83 feet to an iron rod;

Thence, North 82 degrees 45 minutes 40 seconds West, a distance of 786.30 feet to an iron rod;

Thence, North 8 degrees 14 minutes 20 seconds East, a distance of 384.77 feet to an iron rod;

Thence, South 80 degrees 47 minutes 10 seconds East, a distance of 1540.75 feet to an iron rod at the original point of beginning and containing 557,348.59 square feet or 12.79 acres of land more or less.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 12.8 ACRES, PROPERTY KNOWN AS THE HENNINGER PROPERTY LOCATED 1006 GUILL ROAD, MAP 097, PARCEL 067, AND LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY.**

**WHEREAS**, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of October 19, 2023, and forwarded a negative recommendation (Vote 6-0-0) for approval to the Board of Commissioners; and

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

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 12.8 acres, into the corporate boundaries of the City of Mt. Juliet; and

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

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

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

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

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

**LEGAL DESCRIPTION** – See Exhibit A (attached)

**SECTION 2.** – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a negative recommendation with a vote of (6-0-0) in a regular meeting to be held on October 19, 2023.

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

**BE IT FURTHER ORDAINED**

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

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

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheila S. Luckett, MMC  
City Recorder

\_\_\_\_\_  
Kenny Martin, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0367  
10.D.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 22.19 ACRES, PROPERTY KNOWN AS THE CITY OF MT. JULIET PROPERTY LOCATED 620 CLEMMONS ROAD, MAP 072, PARCELS 71.06 AND P/O 71.01, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY**



## MEMORANDUM

**Date:** October 19, 2023

**To:** Luke Winchester, Chairman  
and Planning Commission

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

**Re:** 620 Clemmons Road  
Annexation  
Map - 072  
Parcel(s) – 071.06, p/o 071.01

---

**Request:** Submitted by City staff, the City of Mt. Juliet seeks annexation of 620 Clemmons Road.

**Description:** The subject property is located on east side of Clemmons Road and will be part of District 3 if annexed. The property is undeveloped and about 23 acres. This property is across the street from the eastern entrance of Lynwood Station currently under construction. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Mt. Juliet/620 Clemmons Road	Business Development Center	N/A	R-1	RS-40 Default

**Future Land Use Plan:** The City's Future Land Use Map identifies this area as Business Development Center. A change is not requested.

**Zoning:** Current zoning is Wilson County R-1. If annexed, the property will default to RS-40 zoning.

**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 for review.

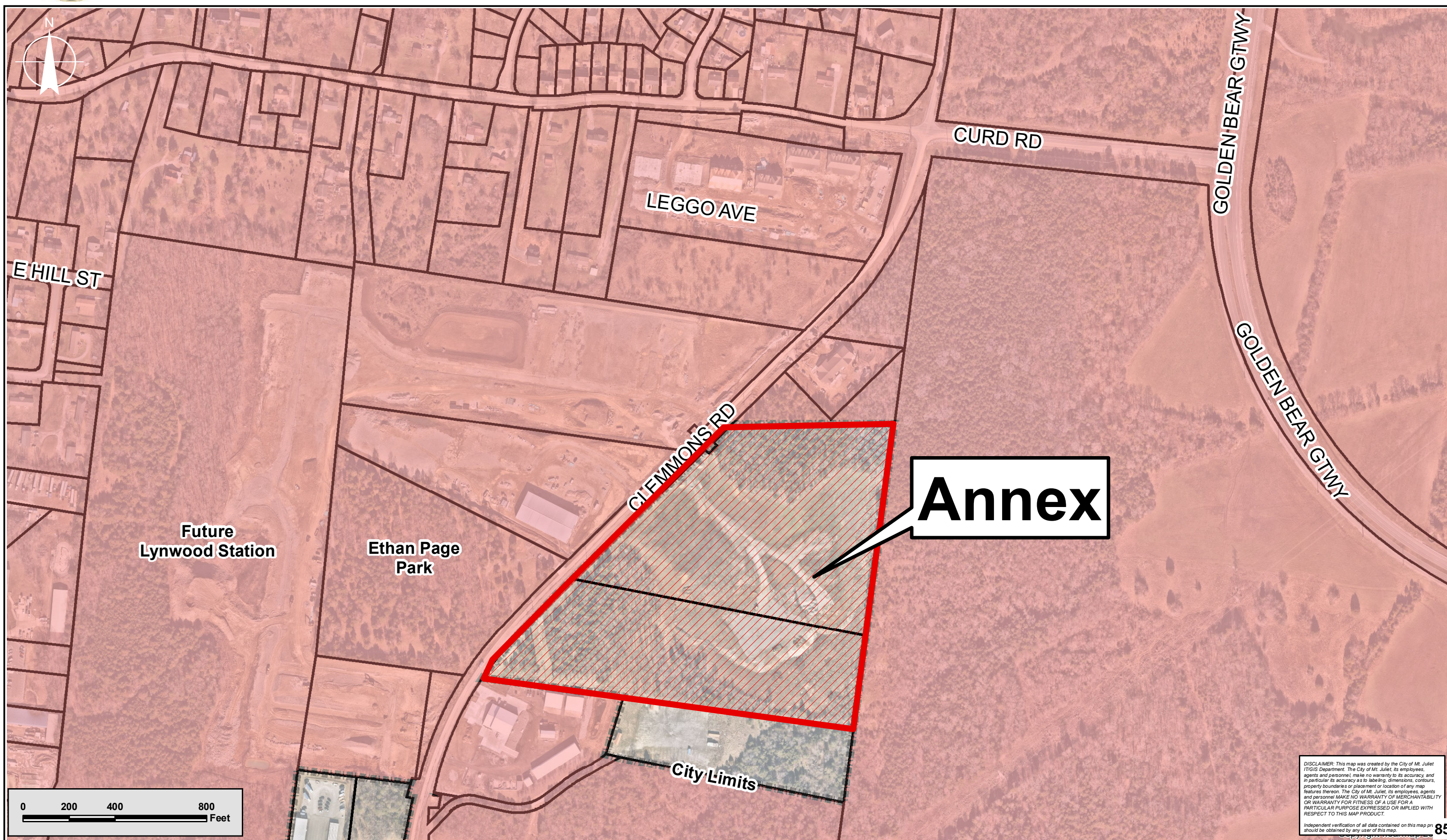
**Recommendation:** Staff recommends forwarding the Annexation and Plan of Services for 620 Clemmons Road to the Board of Commissioners with a positive recommendation.





# Exhibit A - Annex

**620 Clemmons Road**  
**Map 072, Parcel 071.06 & p/o Parcel 071.01**





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 22.19 ACRES, PROPERTY KNOWN AS THE CITY OF MT. JULIET PROPERTY LOCATED 620 CLEMMONS ROAD, MAP 072, PARCELS 71.06 AND P/O 71.01, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.**

**WHEREAS**, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of October 19, 2023, and forwarded a positive recommendation (Vote 6-0-0) for approval to the Board of Commissioners; and

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

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 22.19 acres, into the corporate boundaries of the City of Mt. Juliet; and

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

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

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

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

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

**LEGAL DESCRIPTION** – See Exhibit A (attached)

**SECTION 2.** – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (6-0-0) in a regular meeting to be held on October 19, 2023.

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

**BE IT FURTHER ORDAINED**

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

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

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:\_\_\_\_\_

SECOND READING:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

\_\_\_\_\_  
Kenny Martin, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0393  
10.E.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**ORDINANCE TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND  
HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, PROVIDE FOR  
A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN**

**ORDINANCE NUMBER 2023-\_\_**

ORDINANCE TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Mt. Juliet, TN hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

**NOW, THEREFORE,**

SECTION 1. BE IT ORDAINED BY THE City of Mt. Juliet Board of Commissioners, that there be and is hereby amended as follows:

**TITLE:**

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of the City of Mt. Juliet.

**PURPOSE:**

The City of Mt. Juliet, in electing to update the established Program Plan, will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthy place and condition of employment that includes:
  - a) Top Management Commitment and Employee Involvement;
  - b) Continuous analysis of worksites to identify all hazards and potential hazards;
  - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
  - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain, and require the use of safety equipment, personal protective equipment, and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development regarding the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
- 6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide education and training of personnel for the fair and efficient administration of occupational safety and health standards and provide for education and notification of all employees of the existence of this Program Plan.

#### COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of the City of Mt. Juliet shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal, or permanent.

#### STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the City of Mt. Juliet are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (TC.A. Title 50, Chapter 3).

#### VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by TC.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

#### ADMINISTRATION:

For the purposes of this ordinance, Human Resource Director Lynn Gore is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by TC.A., Title 50.

#### FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this ordinance shall be made available as authorized by the City of Mt. Juliet.

#### SEVERABILITY:

SECTION 2. BE IT FURTHER ORDAINED that if any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

#### AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the City of Mt. Juliet requiring it.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
James Maness Mayor

FIRST READING \_\_\_\_\_

SECOND READING \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH  
PROGRAM PLAN FOR THE EMPLOYEES OF THE CITY OF MT. JULIET

SECTION	PAGE
I. PURPOSE AND COVERAGE.....	4
II. DEFINITIONS .....	4
III. EMPLOYER'S RIGHTS AND DUTIES.....	5
IV. EMPLOYEE'S RIGHTS AND DUTIES.....	6
V. ADMINISTRATION .....	7
VI. STANDARDS AUTHORIZED.....	8
VII. VARIANCE PROCEDURE.....	8
VIII. RECORDKEEPING AND REPORTING .....	9
IX. EMPLOYEE COMPLAINT PROCEDURE .....	9
X. EDUCATION AND TRAINING.....	10
XI. GENERAL INSPECTION PROCEDURES .....	11
XII. IMMINENT DANGER PROCEDURES .....	12
XIII. ABATEMENT ORDERS AND HEARINGS .....	13
XIV. PENALTIES.....	13
XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION .....	13
XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS.....	14
XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED.....	14
APPENDICES	
I. WORK LOCATIONS.....	15
II. NOTICE TO ALL EMPLOYEES.....	16
III. PROGRAM PLAN BUDGET .....	17
IV. ACCIDENT REPORTING PROCEDURES.....	18-19



## I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the City of Mt. Juliet.

This plan is applicable to all employees, part-time or full-time, seasonal, or permanent.

The City of Mt. Juliet in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees:

- a. Provide a safe and healthy workplace and conditions of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, their designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or their designated representative regarding the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or their monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

## II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. **COMMISSIONER OF LABOR and Workforce Development** means the Chief Executive Officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. **EMPLOYER** means the City of Mt. Juliet and includes each administrative department, board, commission, division, or other agency of the City of Mt. Juliet.
- c. **SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR** means the person designated by the establishing ordinance, or executive order to perform duties or to exercise powers assigned to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the City of Mt. Juliet.
- d. **INSPECTOR(S)** means the individual(s) appointed or designated by the Safety Director of Occupational

Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.

- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. SERIOUS INJURY or HARM means the type of harm that would cause permanent or prolonged impairment of the body in that:
  - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced}, or
  - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause a reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the Chief Administrative Official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

### III. EMPLOYER'S RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and

Workforce Development to inspect the employer's place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.

- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of their legally privileged communication.
- g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or materials exceeding the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

#### IV. EMPLOYEE'S RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act, or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels exceeding that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such an employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any

employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when a medical examination may be reasonably required for performance of a specific job.

- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

## V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned to administer this Occupational Safety and Health Program Plan.
  - 1. The Safety Director may designate a person or persons they deem necessary to carry out their powers, duties, and responsibilities under this Program Plan.
  - 2. The Safety Director may delegate the power to make inspections, provided the procedures employed are as effective as those employed by the Safety Director.
  - 3. The Safety Director shall employ measures to coordinate, to the extent possible, the activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
  - 4. The Safety Director may request qualified technical personnel from any department or section of government to assist in making compliance inspections, accident investigations, or as they may otherwise deem necessary and appropriate to carry out their duties under this Program Plan.
  - 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
  - 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. They shall make recommendations to correct any hazards or exposures observed. They shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
  - 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
  - 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
  - 9. **The Safety Director shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
  - 1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and the health of employees as set forth in this plan.
  - 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
  - 3. The administrative or operational head should make periodic safety surveys of the establishment under their jurisdiction to become aware of hazards or standards violations that may exist and attempt to immediately correct such hazards or violations.
  - 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to them. They shall report such accidents, injuries, or illnesses to the Safety Director along with <sup>8</sup>

their findings and/or recommendations in accordance with APPENDIX IV of this plan.

## **VI. STANDARDS AUTHORIZED**

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

## **VII. VARIANCE PROCEDURE**

The Safety Director may apply for a variance resulting from a complaint from an employee or because of their knowledge of certain hazards or exposures. The Safety Director should believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
  1. A specification of the standard or portion thereof from which the variance is sought.
  2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
  3. A statement of steps the employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
  4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
  5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
  1. The employer:
    - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
    - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
    - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.

2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

## VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accidents, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to [www.osha.gov](http://www.osha.gov) and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

## IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels they are assigned to work in conditions which might affect their health, safety, or general welfare at the present time or at any time in the future, they should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect their health, safety, or general welfare. The employee should sign the letter but need not do so if they wish to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether the complaint is deemed to be valid and if not, why not, what action has been or will be taken to correct or abate the condition(s) and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time allowed for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in their original complaint and why they believe the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will

begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.

- e. After the above steps have been followed and the complainant is still not satisfied with the results, they may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or their designated representative upon request.

#### X. EDUCATION AND TRAINING

##### a. Safety Director and/or Compliance Inspector(s):

- 1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
- 2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies deemed necessary for use in conducting compliance inspections, conducting local training, writing technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

##### b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, at a minimum:

- 1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employee's work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
- 2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
- 3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
- 4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls, Equipment Turnover, Electrocution, Struck by/Caught In, Trench Cave In, and Heat Stress and Drowning.
- 5. Instruct employees on the hazards and dangers of confined or enclosed spaces.
  - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.



- ii. Employees will be given general instruction on the hazards involved, precautions to be taken, and on the use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
- iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

## XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will ensure the welfare of employees. To be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Therefore, inspections will be conducted on a random basis at intervals not to exceed thirty (30) calendar days.

- a. To carry out the purposes of this Ordinance, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
  - 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
  - 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, they shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied to any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
  - 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments to create a misleading impression of conditions in an establishment.

2. There may be occasions when advance notice of inspections will be necessary to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally inspect every worksite once every thirty (30) days. They may delegate the responsibility for such inspections to supervisors or other personnel provided:
1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
  2. Records are made of the inspections, any discrepancies found, and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

## **XII. IMMINENT DANGER PROCEDURES**

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
1. The Safety Director shall immediately be informed of the alleged imminent danger situation and will immediately ascertain whether there is a reasonable basis for the allegation.
  2. If the alleged imminent danger situation is determined to have merit by the Safety Director, they shall make or cause to be made an immediate inspection of the alleged imminent danger location.
  3. As soon as it is concluded from such inspection that conditions or practices exist which constitute an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
  4. The administrative or operational head of the workplace in which the imminent danger exists, or their authorized representative, shall be responsible for determining the way the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
  5. The imminent danger shall be deemed abated if:
    - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
    - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
  6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
  2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to

achieve abatement.

### **XIII. ABATEMENT ORDERS AND HEARINGS**

- a. Whenever, due to an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules, or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period, the Safety Director shall:
  - 1. Issue an abatement order to the head of the worksite.
  - 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
  - 1. The standard, rule, or regulation which was found to be violated.
  - 2. A description of the nature and location of the violation.
  - 3. A description of what is required to abate or correct the violation.
  - 4. A reasonable period during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties to resolve any objections. Following the hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and should be final.

### **XIV. PENALTIES**

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by acting in one of the following ways as appropriate and warranted:
  - 1. Oral reprimand.
  - 2. Written reprimand.
  - 3. Suspension for three (3) or more working days.
  - 4. Termination of employment.

### **XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION**

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (ordinance, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be


disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

#### **XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS**

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30-day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

#### **XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED**

- a. Compliance with any other law, statute, ordinance, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, ordinance, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, ordinance, or executive order, as applicable, is specifically repealed.

  
Signature: Lynn Gore Safety Director, Occupational Safety and Health

01/30/23  
Date

**APPENDIX - I WORK LOCATIONS  
(ORGANIZATIONAL CHART)**

<b>Work Location - Name</b>	<b>Address</b>	<b>Contact Person</b>	<b>Phone#</b>	<b># Employees</b>
<b>City Hall Finance &amp; IT Planning Building</b>	2425 N. Mt. Juliet Rd. Mt. Juliet, TN 37122	Safety & HR Director Lynn Gore	615-773-6257	40
<b>Public Works</b>	71 E. Hill Street Mt. Juliet, TN 37122	Donna Howard Office Manager	615-773-7597	40
<b>Police Department</b>	1019 Charlie Daniels Pkwy Mt. Juliet, TN 37122	Chief of Police Michael Mullins	615-754-2550	80
<b>Investigative Department</b>	73 E. Hill Street Mt. Juliet, TN 37122	Lieutenant James Cothron	615-754-3922	16
<b>Animal Control Department</b>	115 Industrial Drive Mt. Juliet, TN 37122	Stephanie Cox Supervisor	615-773-5533	4
<b>Parks Department Charlie Daniels</b>	1075 Charlie Daniels Pkwy Mt. Juliet, TN 37122	Rocky Lee, Director	615-758-6522	12 (4 PT)
<b>Mundy Park</b>	300 Mundy Memorial Dr. Mt. Juliet, TN 37122	Ross Hudson Deputy Director	615-758-6522	10
<b>(1) Fire Department</b>	104 Belinda Parkway Mt. Juliet, TN 37122	Fire Chief Mark Foulks	615-773-9830	24
<b>(3) Fire Department</b>	69 East Hill Drive Mt. Juliet, TN 37122	Deputy Chief Joey Edwards	615-939-3913	24



(2) Fire Department	215 N. Green Hill Rd. Mt. Juliet	Deputy Chief Joey Edwards	615-939-3913	24
City Beautiful/Codes	2365 N. Mt. Juliet Rd. Mt. Juliet, TN 37122	Director Marty Potts	615-330-0578	8
Garage - Fleet Service Center	430 Clemmons Road Mt. Juliet, TN 37122	Operations Mgr. Toby Toombs	615-754-9922	3
New Public Works & Building & Planning & Fire Admin.	115 Clemmons Road Mt. Juliet, TN 37122	Building Official Mark Kirk	615-426-4129	TED Not finished yet.
<b>TOTAL</b>				285

## APPENDIX - II NOTICE TO ALL EMPLOYEES

### NOTICE TO ALL EMPLOYEES OF THE CITY OF MT. JULIET:

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee workers through the promotion of safe and healthy working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to ensure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with Lynn Gore, Safety Director.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels exceeding that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the City Manager for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the City of Mt. Juliet is available for inspection by any employee at 2425 N. Mt. Juliet Road, Mt. Juliet, TN 37122 during regular office hours.

---

Signature: City of Mt. Juliet Mayor James Maness

Date

### **APPENDIX - III PROGRAM PLAN BUDGET**

#### **STATEMENT OF FINANCIAL RESOURCE AVAILABILITY**

Be assured that the City of Mt. Juliet has sufficient financial resources available or will make sufficient financial resources available as may be required to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

## APPENDIX - IV ACCIDENT REPORTING PROCEDURES

(51-250) *Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within twenty-four (24) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.*

*Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:*

- 1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.*
- 2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.*
- 3. Title of the department or division in which the injured or ill employee is normally employed.*
- 4. Specific description of what the employee was doing when injured.*
- 5. Specific description of how the accident occurred.*
- 6. A description of the injury or illness in detail and the part of the body affected.*
- 7. Name of the object or substance which directly injured the employee.*
- 8. Date and time of injury or diagnosis of illness.*
- 9. Name and address of physician, if applicable.*
- 10. If employee was hospitalized, name and address of hospital.*
- 11. Date of report.*

**NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan.** *This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.*

*The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left-hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).*

*Generally, the simpler an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Also, please note that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.*



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0396  
10.F.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE MT. JULIET POLICE DEPARTMENT FIREARMS TRAINING CENTER**

## ORDINANCE 2023-\_\_\_\_\_

### AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE MT. JULIET POLICE DEPARTMENT FIREARMS TRAINING CENTER

**WHEREAS**, The City of Mt. Juliet Police Department has a firearms training center on York Road; and

**WHEREAS**, the building suffered extensive water damage which has rendered the building unusable, and

**WHEREAS**, the training facility is an important tool for the Police Department; and

**WHEREAS**, the Board of Commissioners desires to replace the building;

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

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

#### **General Fund**

Increase the Following Expenditure:

110-42100-920	Police Buildings	\$300,000
---------------	------------------	-----------

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

#### **BE IT FURTHER ORDAINED:**

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

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

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



PASSED:

---

James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

---

Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

---

Kenny Martin, City Manager

---

L. Gino Marchetti, Jr.  
City Attorney



# *MT. JULIET POLICE DEPARTMENT*

## **EXECUTIVE SUMMARY**

### **Approval for Funding to Replace the Current, Damaged Firearm Training Center Building**

- 1) Who: Mt. Juliet Police Department
- 2) What: Approval is needed for funding to replace the current firearm training center building due to extensive water damage and denied insurance claims. The building is full of mold, and at the recommendation of City HR, use of the building should stop.
- 3) When: Immediately
- 4) Where: Firearms Training Center on York Road
- 5) Why: In May of 2023, new flooring and VLF were placed to rehab the current, old, original portable building from the late 1990s. No damage was spotted, and the building was in use. The water damage was located in August 2023, and insurance denied coverage in September 2023. To repair the damage to the old building would be nearly \$50,000, which would be a poor investment since the building is beyond its life. Therefore, the department desires to replace the building.
- 6) Costs: \$300,000
- 7) Line Item: 42100-920 Police Buildings

Staff Recommendation: Chief James Hambrick and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Capt. Tyler Chandler



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0414  
10.G.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR A COMMUNICATIONS DIRECTOR IN THE EXECUTIVE DEPARTMENT**

## ORDINANCE 2023-\_\_\_\_\_

### AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR A COMMUNICATIONS DIRECTOR IN THE EXECUTIVE DEPARTMENT

**WHEREAS**, The City of Mt. Juliet Executive Department desires to keep the citizens informed of important events and happenings within in the city; and

**WHEREAS**, recent promotions in the Police Department will leave a void in the Police Public Information Officer position; and

**WHEREAS**, the city continues to grow and expand creating a need for additional staff to attend and report on events happening day and night throughout the city, and

**WHEREAS**, the Executive Department desires to restructure the public communications positions to ensure citizens receive the most current and accurate information in a timely manner; and

**WHEREAS**, the Board of Commissioners desires to maintain an exemplary level of transparency and communication with the citizens;

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

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

**General Fund**

Increase the Following Expenditure:

110-41320-XXX	Executive Dept Salaries	\$73,000
---------------	-------------------------	----------

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

**BE IT FURTHER ORDAINED:**

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

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

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

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney

## Executive Summary: Proposal for Communication Director Position

Prepared by: Lynn Gore, HR Director

- 1) WHO: City Manager Department
- 2) WHAT: Request to amend the FY2023/2024 budget to accommodate adding the position of Communications Director.
- 3) WHEN: First reading November 13, 2023. Second reading November 27, 2023.
- 4) WHY: This position is needed to oversee all communication in the City of Mt. Juliet, whether it be Police, Fire, Public Works, Parks, etc. This position is needed as Captain Tyler Chandler will be promoted to Deputy Chief of Police, leaving the Police Department PIO vacant. This vacancy will be filled ASAP, and fall under what we are hoping is the Communication Director title under Justin Beasley, who will supervise the new primary Police PIO.

### STAFF RECOMMENDATION:

- Chief of Police James Hambrick, and City Manager Kenny Martin have given a positive recommendation and support the addition of a Communications Director position to the current fiscal year budget.





# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0392  
11.A.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND BARGE DESIGN SOLUTIONS, LLC FOR THE DESIGN OF THE CEDAR CREEK GREENWAY, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

## **RESOLUTION \_\_-2023**

### **RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND BARGE DESIGN SOLUTIONS, LLC FOR THE DESIGN OF THE CEDAR CREEK GREENWAY, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

**WHEREAS**, the City of Mt. Juliet seeks to improve multimodal connectivity and transportation options within the City; and

**WHEREAS**, this project will provide a 10-foot-wide greenway trail along Cedar Creek from Charlie Daniels Park to Lebanon Road and the Mt. Juliet League Park ; and

**WHEREAS**, the City of Mt. Juliet desires to utilize the services of Barge Design Solutions, LLC for the design of this project; and

**WHEREAS**, Barge Design has provided the City of Mt. Juliet with an Agreement for the purpose of establishing a scope of work and associated cost for design services for the project; and

**WHEREAS**, the City of Mt. Juliet desires to approve the agreement with Barge Design for the design of the project.

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

Section 1. The Board of Commissioners approves the Agreement with Barge Design Solutions, LLC.

Section 2. Mayor James Maness is hereby authorized to execute the said Agreement with Barge Design Solutions, LLC.

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 \_-2023**

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

PASSED:

FIRST READING:

\_\_\_\_\_  
James Maness, Mayor

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
Attorney

## **RESOLUTION \_\_-2023**

### **RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND BARGE DESIGN SOLUTIONS, LLC FOR THE DESIGN OF THE CEDAR CREEK GREENWAY, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

#### **Executive Summary**

- The project: This project will provide a 10-foot-wide greenway trail along Cedar Creek from Charlie Daniels Park to Lebanon Road and the Mt. Juliet League Park
- Contract: The public works department performed the proper procurement procedure and advertised an RFQ for the project. We received eight (8) letters of interest. The consultant evaluation committee short-listed 3 firms to submit full statements of qualifications. After review of the submittals, the consultant evaluation committee chose Barge Design Solutions as the most qualified for this project. The City has received an agreement from Barge Design, which is attached to this resolution packet for your review.
- Funding: The proposed design fee for this contract is \$255,752. This project is funded by a Federal TAP grant that covers 80% of the construction costs. The City is responsible for the 100% of the design costs and 20% of the construction costs.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.

# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of date last signed below by and between City of Mt. Juliet, Tennessee (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Cedar Creek Greenway Phase II

Location: Mt. Juliet, Tennessee

Description of Project:

Phase II of the Cedar Creek Greenway, from Charlie Daniels Park to the Mt. Juliet Little League Park, a 10-foot-wide paved multi-use path, approximately 3,000 feet in length.

I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract: See Attachment A – Scope of Services

II. **COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:

See Attachment A, page 8 – Fee Summary Table

III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

IV. **TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than six months (cumulatively), **BARGE's** compensation shall be equitably adjusted.

V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.

VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by **Client** upon ten (10) days' written notice to **BARGE**. On termination, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination

(plus all reimbursable expenses incurred). Upon such termination by **Client**, it may retain all drawings, reports, documents, and other instruments of professional services prepared by **BARGE** up to date of termination.

**VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **Client** shall own all legal and equitable rights therein, including copyrights, but **BARGE** will have a license to use such instruments. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.

**IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

**X. INSURANCE:** **BARGE** shall secure and maintain insurance in the following minimum amounts:

Worker's Compensation	Statutory
Employer's Liability	\$500,000
Commercial General Liability	\$1,000,000 per occurrence and in the aggregate
Automobile Liability	\$1,000,000 per occurrence and in the aggregate
Professional Liability	\$1,000,000 per claim and in the aggregate

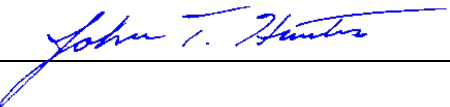
**BARGE** shall provide a Certificate of Insurance naming the **Client** as an additional insured before commencing the work.

**XI. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator. Venue for any exercise of rights at law will be a court of competent jurisdiction in Wilson County, Tennessee. In the event of any litigation or disputes regarding this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all costs at all trial and appellate levels and in any mediation.

**XII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

**XIII. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.



City of Mt. Juliet, Tennessee	Barge Design Solutions, Inc.
By:	By: 
Printed Name:	Printed Name: John T. Hunter, PE
Title:	Title: Vice-President
Address:	Address: 615 3rd Avenue South, Suite 700 Nashville, Tennessee 37210
Date Signed:	Date Signed: 10/23/2023
Tax I.D. Number:	

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for the City of Mt. Juliet, Tennessee (City) for the Cedar Creek Greenway Phase II Trail, in accordance with the Professional Services Agreement (Agreement) dated \_\_\_\_\_. The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

#### **I. Project Description**

Phase II of the Cedar Creek Greenway, from Charlie Daniels Park to the Mt. Juliet Little League Park involves a 10-foot-wide paved multi-use path, approximately 3,000 feet in length. Phase II of the Cedar Creek Greenway will connect at Charlie Daniels Park, where the current Phase I Cedar Creek Greenway project terminates. From there, Phase II of the Cedar Creek Greenway will continue north, running parallel with Cedar Creek and connecting to the future sidewalks along Lebanon Road and the Mt. Juliet Little League parking lot. Minor improvements are to be made to the Little League parking lot to create accessible (ADA) parking spaces and to designate it as an official trailhead. A 12-foot-wide pedestrian bridge over the tributary to Cedar Creek will be required as well as benches, trash receptacles, and way-finding signage. The City's intent is to utilize the existing Lebanon Road (SR 24) bridge over Cedar Creek and construct the Greenway under the bridge. Barge will review the proposed crossing over the tributary leading to Cedar Creek and the proposed path going under the Lebanon Pike (SR 24). After a field review, Barge will review various structure types and provide the City a brief report on the pros and cons of the design effort, construction cost, construction timeline, ROW impacts, and environmental impacts for each option. This will allow the City to choose which design to proceed with for the tributary crossing and bridge underpass during the National Environmental Policy Act (NEPA) phase.

This scope of services includes survey, geotechnical investigations, preparation of NEPA documents, development of Preliminary plans and right-of-way (ROW) plans. Assistance with ROW acquisition, ROW revisions, Final Construction plans, Bidding services, and Construction Engineering and Inspection (CEI) services are expressly not included in this Scope of Services but can be added as Additional Services.

Funding for this project up to Construction is being provided solely by the City. Construction funding is being jointly provided by the City and Tennessee Department of Transportation (TDOT), through a Transportation Alternatives Program (TAP) grant. Due to TDOT funding, all phases of the project will conform to TDOT's Locally Managed Program guidelines.

## II. Scope of Services

- A. Task 1 – Survey, NEPA Environmental Approval, Geotechnical Investigation & Crossing Feasibility Study (*Notice to Proceed (NTP) with NEPA*)

### Surveying Services

Surveying services will be performed and data obtained as follows:

1. Topographic features (50 feet from Western Top of Bank (TB) along Cedar Creek, scanning of Lebanon Road, conventional survey of creek from TB-TB, and use of drone based LiDar for the entire project)
2. Property survey / ROW establishment
  - a. Establish existing ROW along Lebanon Road (western side of creek) within project limits.
  - b. Establish property for eight properties within project limits (west side of Creek only, no boundary surveys)
    - i. Map 054 Parcel 17.01
    - ii. Map 054 Parcel 126.01
    - iii. Map 054 Parcel 126.00
    - iv. Map 054 Parcel 130.05
    - v. Map 054 Parcel 122.01
    - vi. Map 054I A Parcel 16.00
    - vii. Map 054I A Parcel 15.00
    - viii. Map 054 Parcel 114.01
  - c. Establish Tract numbers.
  - d. Fill out ROW Acquisition Table
3. Utility survey
  - a. Locate above and below ground utilities by field observation and TN One-Call information.
4. Drainage survey
  - a. Locate Stream profile (TB to TB) for up to 480 feet either side of the bridge along Lebanon Road
  - b. Locate 100 feet of additional creek for the Tributary that ties into Cedar Creek
  - c. Locate existing underneath bridge along Lebanon Road (abutment, piers, low beam)
  - d. Inverts and pipe sizes within limits
  - e. Previous design plans review (for drainage features)
5. Process survey data to TDOT standards (using Microstation/Geopak)
6. Deliverables:
  - a. Survey Drawings (dgn)
  - b. Digital Terrain Model
  - c. Utility Owner Contacts Table
  - d. ROW Acquisition Table
7. Exhibits and descriptions.
  - a. Prepare eight exhibits and legal descriptions, one for each of the subject tracts, to include the area being taken in the proposed right-of-way acquisition. These exhibits will be prepared using the easements together with the trail/right-of-way for Cedar Creek Greenway Phase I.

The following items are excluded from the surveying phase:

- Staking alignments
- Survey updates
- Aerial control
- Railroad survey
- Stake soil borings
- Subsurface Utility Engineering (SUE) Services

#### NEPA Environmental Approval

Once the project has been initiated and can proceed, Barge will prepare a NEPA document including necessary agency consultation scoping letters. In addition, Barge will complete the environmental technical studies indicated herein as required by TDOT to satisfy NEPA documentation requirements for the project. Barge will initiate work on this task upon authorization and team kick-off meeting.

#### NEPA Document Coordination

Barge anticipates that a NEPA C-List Categorical Exclusion (CE) document will be required. Barge will obtain agency concurrences and produce supplemental information to attach to the CE form and letter. Figures and resource maps will also be required to be attached to the CE and will be produced or obtained. The CE form, letter, and all supplemental information, including attachments, will be sent to the City for review and approval. Barge will incorporate City comments and submit a final CE to TDOT for review. It is anticipated that TDOT may also require technical studies for Endangered Species and Ecology.

#### Technical Studies

As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for an ecology field review has been identified and is included in this scope of work, as follows:

##### *Ecology Field Review*

Prior to beginning fieldwork, available literature will be reviewed to gain an understanding for the areas of interest. We will also review pertinent data from previous City projects near the corridor. National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands. Additionally, review of the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) database will be conducted to determine if there are any potential federally listed threatened or endangered species or critical habitat that may exist within or near the project area.

During field work, ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e., wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, Barge will review the project study area corridor for potential rare, threatened, and endangered species habitat. A summary report will be prepared for the City's review prior to submittal to TDOT.

### *Bat Presence/Absence Survey and Radio Tracking*

*Barge will complete a bat survey for the presence/probable absence of the endangered Indiana bat (*Myotis sodalis*), northern long-eared bat (*Myotis septentrionalis*), and proposed endangered tricolored bat (*Perimyotis subflavus*). The following task will be performed:*

- *Mist Net Survey: Barge will prepare a study plan and submit to USFWS to finalize the mist net survey effort, locations, and protocols as required by the Federal Scientific Collecting Permit. Barge will follow guidelines and technical criteria outlined in the USFWS agency document titled 2023 Range-Wide Indiana Bat & Northern Long-Eared Bat Survey Guidelines, dated March 2023. We assume that USFWS will concur with two net sites with ten net-nights of sampling. If USFWS requires additional survey efforts, this can be completed as part of the Additional Services clause of this agreement.*

### Geotechnical Investigation

#### *Field Exploration*

Boring offset locations are slightly west of the tree line running along the greenway alignment to prevent the need for path clearing within a 30-foot buffer area of Cedar Creek. Six exploration points are planned to an exploration depth of ten feet within the greenway. Borings will be terminated at shallower depths if refusal is encountered. Two exploration points are planned to an exploration depth of auger refusal at the pedestrian bridge.

#### *Boring Layout and Elevations*

Handheld GPS equipment will be used to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or most recent Google Earth TM or GIS imagery to assist in determining site elevations.

#### *Subsurface Exploration Procedures*

Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to a soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling. The exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

#### *Property Disturbance*

Reasonable efforts to reduce damage to properties, however, in the normal course of work some disturbance could occur including rutting of the ground surface and damage to landscaping. Borings will be backfilled with auger cuttings and/or bentonite pellets upon completion. Services do not include repair of the site beyond backfilling boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole.

### *Laboratory Testing*

A project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Moisture-density relationship
- California Bearing Ratio (CBR)

The laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, soil samples will be described and classified in accordance with the Unified Soil Classification System (USCS).

### *Engineering and Project Delivery*

Results of the field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Seismic site classification
- Earthwork recommendations including site/subgrade preparation
- Recommended pavement options and design parameters

### *Additional Geotechnical Services*

In addition to the services noted above, the following are often associated with geotechnical engineering services, which are not included:

- Limited Dozer Path Clearing
- Review of Plans and Specifications
- Observation and Testing of Pertinent Construction Materials

### Hydraulic Analysis

The proposed alignment of the multi-use path will be located along the west side of Cedar Creek which has an AE Zone with designated floodway based on Federal Emergency Management Agency (FEMA) panel 47189C0132D with an effective date of 02/20/2008. The current alignment will be in the floodway, but the Greenway will follow the existing grade as much as practical to reduce the amount of fill placed in the floodway. The alignment will also require a new pedestrian bridge be placed over a tributary to Cedar Creek that is currently mapped as a Zone A. The FEMA National Flood Insurance Program (NFIP) states that a community may permit construction and development within a Zone AE with designated floodway if it can be demonstrated that the construction and development will not increase base flood elevations, floodway elevations, or floodway widths. This condition, referred to as a No-Rise, is typically reviewed by the community floodplain administrator or State of Tennessee Emergency Management Agency (TEMA). Up to one foot of rise is allowed in Zone A's so long as upstream property is not impacted.

Barge will provide the following hydraulic analysis services for the purposes of a No-Rise certification:

- Obtain the effective FEMA model for the Cedar Creek area of Mt. Juliet
- Collect and prepare LiDAR topographic data.
- Prepare duplicate effective, corrected effective, existing conditions and proposed conditions models for Cedar Creek
- Evaluate up to two proposed conditions alternatives for the Greenway along Cedar Creek
- Prepare existing and proposed conditions models for the tributary to Cedar Creek
- Evaluate up to two proposed conditions bridge design alternatives for the structure to be constructed on the tributary to Cedar Creek.
- Prepare a hydraulic study submittal that contains the following and submit to the City:
  - Hydraulic models
  - Project narrative
  - Topographic work map
  - Cross-section plots
  - Property survey
  - No-rise certification for Cedar Creek and No-impact for the tributary to Cedar Creek
- Address external review comments.
- Finalize the No-Rise certification.

#### Crossing Feasibility Study

Barge will prepare a brief, informal document for purposes of City decision-making based on an evaluation of placing the proposed Greenway beneath the existing Lebanon Road (S.R. 24) bridge over Cedar Creek. Should the proposed location not be feasible, Barge will perform a high-level evaluation of up to two alternatives and provide recommendations for this crossing. The study will review the design, cost, and permitting and construction time required.

### B. Task 2 – Preliminary Engineering Services (*NTP with Preliminary Design*)

#### Preliminary Plans

Barge will develop the proposed alignment of the Greenway and prepare Preliminary plans for review by the City. During development, a review meeting will be held to discuss the alignment and determine if any major changes are necessary. This coordination meeting will finalize the baseline design parameters. An opinion of probable construction cost (OPCC) will be prepared for this submittal.

#### Tributary to Cedar Creek Crossing

Barge will provide preliminary bridge drawings for the Greenway crossing over the Tributary to Cedar Creek. These preliminary drawings will show the type, size, and location of the bridge. Barge expects this bridge to be a single span prefabricated bridge on reinforced concrete abutments with driven piles.

#### Utility Coordination

Barge will work with TDOT and the City in coordinating with the local utility companies. Once fully coordinated, Barge will work with TDOT to obtain Utility Certification from the Local Programs Development Office. This task will consist of working with utility owners to identify conflicts and to clearly delineate relocation requirements. During this task, Barge will:

- Make initial contact with utility owners to identify/verify location and service information.
- Prepare notices and agenda for two utility coordination meetings.
- Identify and help to resolve potential utility conflicts.
- Lead utility coordination meetings (ROW and Final plans stages).
- Prepare and distribute utility coordination meeting minutes.



### ROW Plans

Barge will prepare ROW Plans, including addition of property acquisition/easement tables and/or maps. Upon approval of ROW Plans by the City and TDOT, Barge will prepare the legal descriptions and exhibits that will be used to acquire property from property owners. An updated OPCC will be included with this submittal.

#### C. Project Management

Through each task and phase Barge will manage the project with scope, budget, resource, schedule and communication management. Specific project management tasks throughout the project include:

- *Progress meetings* – Progress meetings will be conducted with the City to keep project on schedule. These meetings are anticipated to be one per month for up to 18 months.
- *Preparation of monthly progress reports and invoicing.*
- *Coordination with TDOT - Local Programs* – Barge will coordinate with TDOT to keep the project on schedule through the Local Programs Development Office.

### **III. Additional Services**

The following additional services are anticipated to be required depending on the above preliminary work outcomes. A supplemental scope of services and fee will be prepared at the appropriate time.

#### A. NEPA

- a. NEPA Re-evaluation
- b. Public meetings
- c. 4f Study for the Little League Park

#### B. Right-of-Way (ROW) Acquisition

- a. Includes project administration, appraisal, appraisal review, negotiations. The City will close on the properties and file the Deeds.
- b. ROW staking
- c. ROW certification

#### C. Final Design

- a. Preparation of Final Construction Plans after ROW Acquisition has been completed. Preparation and design plan set will include all items required by the TDOT Roadway Design Checklist.
- b. Updated OPCC

#### D. Construction Phase Services

- a. Bidding Services
- b. Construction Engineering and Inspection (CE&I) Services

### **IV. Project Understandings, Assumptions, and Exclusions**

#### A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. Barge will have access to the site and adjoining areas, as required.
2. Permit, recording fees, etc., are to be paid by the City.
3. Design fee is based upon the original Grant application as provided by the City.
4. Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner.
5. Easements for utilities or other site requirements are assumed to be secured by others.
6. Public involvement meetings are not required for the NEPA approval, and the cost for a public meeting is not included in the scope and fee.
7. The No-rise will be reviewed by local City staff.
8. A No-rise condition is possible, and a conditional letter of map revision (CLOMR) and a letter of map revision (LOMR) will not be required.
9. The Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and

that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
  - 1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.) – including NEPA Re-evaluations
  - 2. Additional studies for NEPA Approval (i.e., hazardous materials, cultural resources)
  - 3. Design revisions requested by those outside the project team and stakeholders beyond the schematic design phase.
  - 4. Public involvement
  - 5. Utility relocation design (no utility conflicts assumed).

#### **V. Time of Performance**

Barge is prepared to begin work within two weeks upon receipt of a signed professional services agreement or written authorization to proceed. Upon receipt of the authorization to proceed, Barge will furnish a schedule to the City.

#### **VI. City's Responsibilities**

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the City and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.

#### **VII. Deliverables**

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. Task 1 – Environmental Approval, Survey, Geotechnology Investigation & Structural Assessment Study (*NTP with NEPA*)
  - a. Document Early environmental agency coordination.
  - b. Section 106 Assessment.
  - c. Submit C-List CE letter to the City and TDOT for review and approval.
  - d. Survey with Property Owners
  - e. Geotechnical investigation
  - f. Crossing Feasibility Study
  - g. No-Rise Hydraulic Certification
- B. Task 2 – Preliminary Engineering Services (*NTP with Preliminary Design*)
  - a. Utility Coordination and Certification
  - b. Preliminary Plans
  - c. Preliminary Plans for crossing over Tributary to Cedar Creek
  - d. Right-of-Way Plans

### VIII. Compensation

City agrees to pay Barge a Lump Sum Fee as listed in the table below to complete the scope of work as defined in the tasks above. Barge will submit monthly invoices based on percent of work completed to date. The project status will be summarized monthly in our progress report and invoice submittal.

**Fee Summary Table**

<b>Project Task</b>	<b>Fee Type</b>	<b>Total Cost</b>
<b>Task 1 – Environmental Approval</b>		
Survey	Lump Sum	\$54,828
NEPA/Preliminary Design	Lump Sum	\$114,299
Geotechnical Investigation	Lump Sum	\$8,000
<b>Task 2 – Preliminary and ROW Plans Design Services</b>		
Preliminary Engineering/ROW Plans	Lump Sum	\$78,625
<b>TOTAL</b>	<b>LS</b>	<b>\$255,752</b>

The fees provided above are valid up to three months from the date of this proposal.



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0394  
11.B.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**A RESOLUTION TO APPROVE THE AGREEMENT WITH POWERPHONE FOR THE TOTAL  
RESPONSE MEDICAL DISPATCH SOFTWARE AND TRAINING AND AUTHORIZE THE MAYOR  
TO SIGN THE AGREEMENT**



# *MT. JULIET POLICE DEPARTMENT*

## **EXECUTIVE SUMMARY**

### **Approval and Implementation of Emergency Medical Dispatch Call Handling Training and Program**

- 1) Who: Mt. Juliet Police Department
- 2) What: Approval is needed for the implementation and service agreement for PowerPhone's Total Response computer-aided dispatch interface for Emergency Medical Dispatch procedures.
- 3) When: Immediately
- 4) Where: Mt. Juliet City Limits
- 5) Why: The program provides training and software for emergency medical dispatch instructions for dispatchers in call handling, ultimately providing a higher level of care for the patient. Mt. Juliet EMS will then be able to bill such services to the served individual and/or their insurance.
- 6) Costs: Initial \$55,997, and it will be reoccurring per year.
- 7) Line Item: This purchase was budgeted in the current FY in line 42100-945

Staff Recommendation: Chief James Hambrick has provided a positive recommendation

Prepared by: Capt. Tyler Chandler

## **RESOLUTION \_\_\_\_\_ - 2023**

### **A RESOLUTION TO APPROVE THE AGREEMENT WITH POWERPHONE FOR THE TOTAL RESPONSE MEDICAL DISPATCH SOFTWARE AND TRAINING AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT**

**WHEREAS**, the Board of Commissioners of the City of Mt. Juliet, Tennessee desire to provide quality emergency response service to the citizens of Mt. Juliet; and

**WHEREAS**, the Police Department requests approval for the service agreement and implementation for PowerPhone's Total Response computer aided dispatch interface program; and

**WHEREAS**, the program provides training and software for emergency medical dispatch procedures; and

**WHEREAS**, the cost of the implementation, software and training will be \$55,997 which has already been budgeted in the FY2024 budget.

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

**Section 1.** The Board of Commissioners approves the agreement subject to approval of city legal counsel final review.

**Section 2.** The Board authorizes the Mayor to execute said agreement with PowerPhone upon final approval of legal counsel.

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

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

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

PASSED:

---

James Maness, Mayor

ATTEST:

---

Sheila S. Lockett, MMC  
City Recorder

---

Kenny Martin, City Manager

APPROVED AS TO FORM

---

L. Gino Marchetti, Jr.  
City Attorney





# **TOTAL** **RESPONSE**

## **Implementation & Service Agreement**

2023-09-27

Prepared for:  
Richard Frankich  
Mt Juliet Police Department  
Mt. Juliet, TN

## Introduction

This document serves as an agreement between PowerPhone and Mt Juliet Police Department to implement the PowerPhone Total Response Call Handling System. This document provides an overview of the implementation process, the responsibilities of both organizations in the process, and identification of key personnel who will be involved in ensuring a successful implementation of the system.

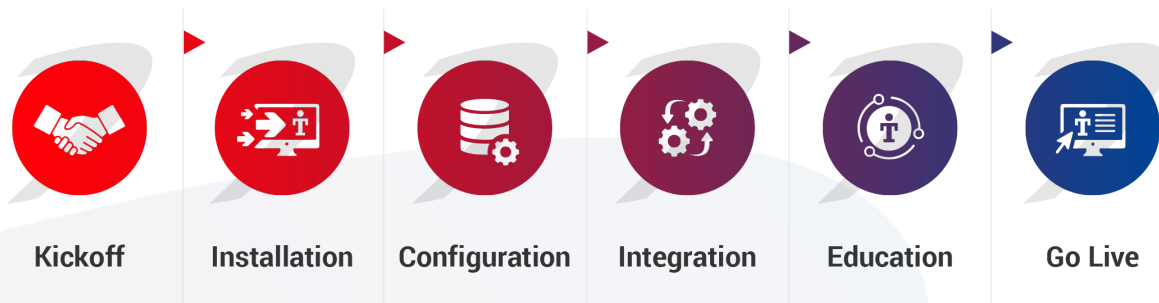
## PowerPhone's Proposed Solution

PowerPhone will implement a Total Response Call Handling Solution for Mt Juliet Police Department. The delivered solution will include Total Response software for call handling and provide access to PowerPhone's full range of educational services. The process to implement and realize the full benefits of the system will be led by a dedicated PowerPhone Implementation Manager assigned to your agency. Of critical importance to the success of this initiative is a close working relationship between PowerPhone and Mt Juliet Police Department to set objectives, fulfill deliverables, and secure full adoption of this system among all end users. Ongoing use of the Total Response system will help ensure that your agency handles each call for service in a consistent manner.

## Total Response Implementation Process

Implementing Total Response is a partnership between PowerPhone and Mt Juliet Police Department. PowerPhone will work closely with you in all phases of deploying your Total Response system, from installation to configuration to education to launch. PowerPhone will set a schedule of deliverables that brings you from "Kickoff" to "Go Live" as quickly as possible. To achieve this, it is important for all stakeholders at your agency to understand and agree to identified timelines.

You will be assigned a dedicated PowerPhone Implementation Manager (IM) to bring Total Response to your agency. Our IMs have both deep experience in emergency communications and expert knowledge of Total Response. ***Keeping in consistent contact with your assigned PowerPhone IM is of vital importance.*** Below are the major milestones in your implementation project. Please note that these milestones are not inclusive of all the work a project may entail, and that tasks that fall within each milestone may overlap as we work to launch your Total Response system as soon as possible.



1. **Kickoff.** More than just a formality, the kickoff phase sets expectations for the project and puts your agency and PowerPhone on a path to success. During this phase, your assigned PowerPhone IM identifies who will be responsible for completing various tasks on the project and reviews deliverables and timelines. This phase will also include a formal kick-off meeting to outline everything for all parties who will be involved in the project.
2. **Installation.** The installation of Total Response will be led by a highly-trained PowerPhone Technician who can assess all aspects of deploying our software in your environment. Your PowerPhone technician will complete all installation tasks and update you on progress as we assemble the components of the call handling solution your personnel will be using.
3. **Configuration.** Your IM and other PowerPhone team members will work with you to configure the various aspects of your Total Response system. This phase is where software settings will be reviewed, users will be set up, and protocols adjusted if necessary.
4. **Integration.** Total Response is designed at its core to work with your CAD system. During this phase, PowerPhone provides you with guidance on configuring your Total Response system to integrate seamlessly with your CAD system through incident code mapping.
5. **Education.** Your current telecommunicators and any new telecommunicators hired within the term of Annual Service Plan will have unlimited access to PowerPhone's full portfolio of self-paced online courseware through PowerPhone's Site Licensed Training offering. This includes Total Response application training, Emergency Medical Dispatch, Fire Service Dispatch, Law Enforcement Dispatch, Call Assessment, and Continuing Education on specialized topics. Certification is available but not required. In addition, Mt Juliet Police Department will receive onboarding training that includes an onsite visit provided there are no extenuating circumstances that limit or prevent travel.
6. **Go Live.** After all other milestones have been reached, your system is ready for production use. Your IM will coordinate a date for your go live and be available along with PowerPhone technicians to assist as Mt Juliet Police Department takes this critical step on the path to more consistent and effective call handling

## Key Personnel and Responsibilities

PowerPhone will assign an Implementation Manager (IM) who will be in touch with you within 10 business days after this agreement is finalized. To streamline communication during the implementation process, your assigned IM will be the sole point of contact during implementation. If you have any questions before you are contacted by your IM, please contact your Account Manager:

**Denis Young**

Email: [dyoung@powerphone.com](mailto:dyoung@powerphone.com)

Phone: 203-350-0336 ext. 409

The primary point of contact for Total Response implementation at Mt Juliet Police Department shall be:

**Richard Frankich**

Email: [rfrankich@mtjuliet-tn.gov](mailto:rfrankich@mtjuliet-tn.gov)

Phone: (615)754-2550

The primary point of contact at Mt Juliet Police Department shall be responsible for the following:

- working with the assigned PowerPhone IM on all phases of the project;
- assigning tasks to internal stakeholders at Mt Juliet Police Department as needed to complete implementation project tasks; and
- coordinating all administrative and financial matters related to the implementation of Total Response at Mt Juliet Police Department.

## Post Implementation

Once your Total Response implementation is complete, PowerPhone will continue to support your agency. Your Implementation Manager will schedule a follow-up meeting with your agency to evaluate your use of Total Response and recommend any changes deemed necessary. This follow-up meeting will be scheduled 4 months after completion of End User Training.

After your project is complete, your PowerPhone IM will transition you to your dedicated PowerPhone Customer Success Team that will assist you moving forward. Your Account Team will plan to meet with representatives from your agency twice a year to further assess usage, feedback, training, and other identified needs.

## Annual Service Plan

Your Annual Service Plan provides you with technical support for Total Response and access to PowerPhone's full portfolio of online training programs. Your Annual Service plan begins 30 days after signing this Implementation & Service Agreement or upon installation of the Total Response software, whichever occurs first (unless noted differently below). Once started, your Annual Service plan will be in effect on an annual basis. It will be renewed automatically each year to provide continuity in the use of the Total Response software, training, and technical support.

## Software Requirements

Mt Juliet Police Department agrees to purchase any necessary software licenses for components that are required to host Total Response. Mt Juliet Police Department also agrees to purchase any computer hardware necessary for hosting Total Response. If existing servers or workstations are deemed serviceable at Mt Juliet Police Department, PowerPhone will install Total Response on the existing hardware after reviewing it for fitness.

General requirements for Total Response may be viewed here: <https://powerphone.com/tr-requirements/>

## Pricing

*Pricing detailed in this agreement expires on 2023-10-27.*

### Total Response System Pricing

Name	Item Number	Price	QTY	Subtotal
<b>Total Response: Base Software Package</b> · 2 call handling workstation licenses  · 1 administrative workstation that handles reporting, quality assessment, supervisor, administrator, and/or script management functions.  · 1 onsite visit and training on software  · 1 API License (3rd party fees not included)  · 1 Total Response Server License  · Up to 5 temporary workstation licenses	TR2WS	\$42,999.00	1	\$42,999.00
<b>Total Response: Additional Workstations</b>	TRADCHWS	\$6,000.00	2	\$12,000.00
<b>Site Licensed Training: Base Enrollment Package</b> Initial pricing per agency for 2 call handling workstations for 1 year.	TRLT2WS	\$8,999.00	1	\$8,999.00
<b>Site Licensed Training: Additional Workstations</b>	TRLTAWS	\$3,499.00	1	\$3,499.00
<b>E-Force Interface Credit</b>		-\$11,500.00	1	-\$11,500.00
				<b>\$55,997.00</b>

Subtotal	<b>\$55,997.00</b>
Discount	<b>\$0.00</b>
Tax	<b>\$0.00</b>
<b>Total Response System Total</b>	<b>\$55,997.00</b>



### Annual Service Plan Pricing

Pricing below is for the first 365 days of your Annual Service Plan (unless noted differently below). For new customers, the first year of your Annual Service Plan is included at no charge. After your initial service term expires, your Annual Service Plan payment will be due 30 days after your service renewal date. Pricing is subject to change over time. Any changes to your Annual Service Plan pricing will be clearly communicated prior to each renewal period.

Name	Item Number	Price	QTY	Subtotal
Annual Plan: Total Response Software	TRASWP	\$8,249.85	1	\$8,249.85
Annual Plan: Site Licensed Training	TRATL	\$4,179.00	1	\$4,179.00
Service Plan Credit	PPCREDIT-SP	-\$12,428.85	1	-\$12,428.85
				<b>\$0.00</b>

Subtotal **\$0.00**

Discount **\$0.00**

Tax **\$0.00**

**Annual Service Plan Total \$0.00**

**Grand Total \$55,997.00**

## Payment Schedule

Payment #	Milestone	Amount Due	Percentage
1	Total Response (Due net 30 days of signing of ISA)	\$44,497.00	
2	Remainder Due 2024 fiscal year (July 1, 2024)	\$11,500.00	
	Total Response System : Total	\$55,997.00	

- Agency approval code / PO #:
- PowerPhone's Federal Tax ID #: 06-1121538
- PowerPhone's W-9 Form: <https://powerphone.com/powerphonew9>

## Making Payments

Pay by wire or ACH (Preferred)	
Bank name	Webster Bank
Bank address	28 Durham Rd, Madison, CT 06443
Routing #	211170101
Make payable to	PowerPhone
Business Checking Account #	0009480375
SWIFT ID	WENAU31

Pay by check	
Make payable to	PowerPhone
Mailing address	PO Box 911 Madison, CT 06443

## Terms and Conditions

1. **Contracting Parties.** This Implementation Agreement ("Agreement") is binding between the Customer ("Customer" or "Mt Juliet Police Department") and PowerPhone as of the date this agreement is signed.
2. **Incorporation by Reference and Integration.** This Agreement is incorporated by reference into and governed by the terms and conditions of the most current PowerPhone Master Services Agreement ("Master Agreement"), which can be found at <https://www.powerphone.com/msa>. The provisions of this Agreement supersede any conflicting provisions contained in any other prior or concurrent written or oral agreements unless otherwise noted in this document.
3. **Software, Professional Services, and Educational Services.** Listed in the Pricing section above are the Software products, Professional Services, and Educational Services for which Mt Juliet Police Department is agreeing to pay for under the terms outlined in this document.
4. **Definitions.** Capitalized terms in this Agreement have the meaning ascribed to them in the Master Services Agreement unless defined otherwise herein.
5. **Renewal.** This agreement will automatically renew annually unless written notice is provided to PowerPhone 30 days before renewal date.

### AGREED TO AND ACCEPTED:

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement.

Please sign below indicating your acceptance of the terms of this Agreement and Authority to enter into this Agreement.

### For Mt Juliet Police Department:

Signature:

Date:

Name:

Title:

### For PowerPhone:

Signature:

Date:

Name:

Title:



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0395  
11.C.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE FOR MAPCO EXPRESS, INC. D/B/A MAPCO #3320 LOCATED AT 194 S. MT. JULIET ROAD, MT. JULIET, TN TO SELL WINE**

James Maness  
Mayor

Bill Trivett  
Vice-Mayor

Kenny Martin  
City Manager

# CITY OF MT. JULIET



Commissioners  
Ray Justice  
Scott Hefner  
Jennifer Milele

November 1, 2023

Re: Mapco #3320  
Zoning Verification  
194 S. Mt. Juliet Rd.  
Mt Juliet, TN 37122  
Map 096, Parcel 004.01

To whom it may concern:

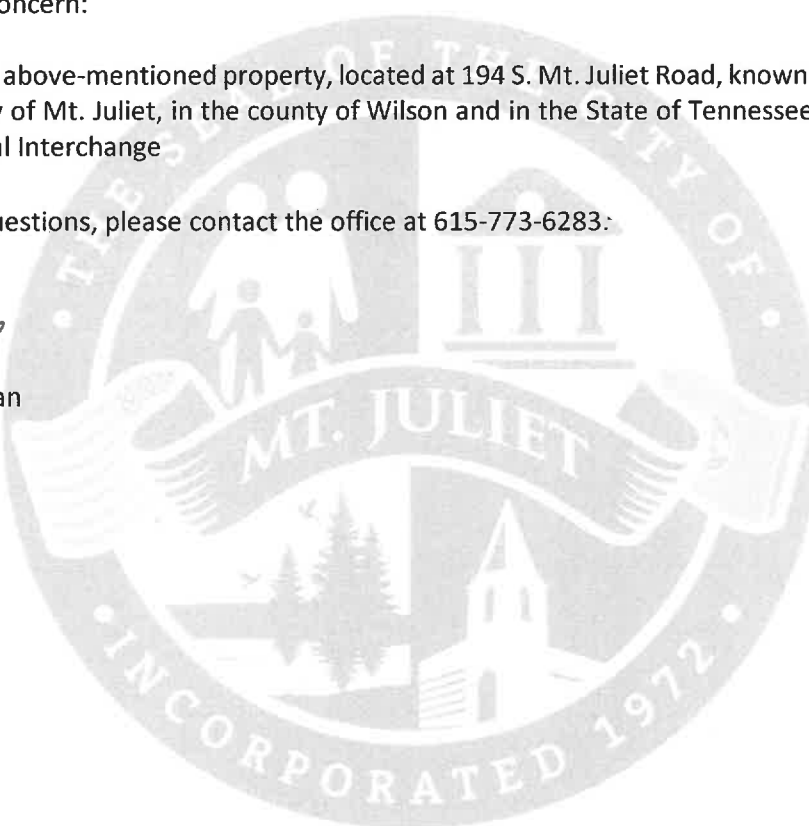
The zoning for the above-mentioned property, located at 194 S. Mt. Juliet Road, known as Map 096, Parcel 004.01, in the City of Mt. Juliet, in the county of Wilson and in the State of Tennessee is currently zoned as CI – Commercial Interchange

If there are any questions, please contact the office at 615-773-6283.

Respectfully,

*Kenny Howell*

Planning Technician



**CITY OF MT. JULIET  
CERTIFICATE OF COMPLIANCE**

**RETAIL FOOD STORE WINE**

**Mapco Express, Inc. d/b/a Mapco #3320  
194 S. Mt. Juliet Road  
Mt. Juliet, TN 37122**

**This is to certify that:**

**Name of Applicant:** Mapco Express, Inc. d/b/a Mapco #3320 (Brianna Taylor, Store Manager)

**Corporation Name:** Mapco Express, Inc.

**Business Address:** 194 S. Mt. Juliet Road  
Mt. Juliet, TN 37122

**Mailing Address:** Mapco Express, Inc.  
Attn: Michael Bleimeyer  
P.O. Box 1565  
Lawrenceville, GA 30046

**Contact Person:** Brianna Taylor  
615-758-5049

Have made an application for a Certificate of Compliance to sell retail food store wine in the County of Wilson, State of Tennessee, City of Mt. Juliet at 194 S. Mt. Juliet Road, Mt. Juliet, TN 37122.

And that an investigation has been undertaken of the applicant's felony criminal record and of the location of said business, and from said investigation the undersigned certify:

1. That the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application; and
2. That the applicant or applicants have secured a location that lies within the city limits of the City of Mt. Juliet, and which complies with all applicable zoning laws adopted therein by the City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Mt. Juliet

ATTEST: \_\_\_\_\_  
City Recorder

**RESOLUTION     -2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE  
OF COMPLIANCE FOR MAPCO EXPRESS, INC. D/B/A MAPCO #3320  
LOCATED AT 194 S. MT. JULIET ROAD, MT. JULIET, TN TO SELL WINE**

**WHEREAS**, Mapco Express, Inc. d/b/a Mapco #3320 (Brianna Taylor, Store Manager) has completed the Retail Food Store Wine application; and

**WHEREAS**, Mapco Express, Inc. d/b/a Mapco #3320 has paid the \$250.00 application fee and supplied the necessary documents to the State of Tennessee; and

**WHEREAS**, the City of Mt. Juliet Board of Commissioners authorizes the Mayor to sign the Certificate of Compliance for Mapco Express, Inc. d/b/a Mapco #3320 to begin selling wine.

**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 authorizes the Mayor to sign the Certificate of Compliance for Mapco Express, Inc. d/b/a Mapco #3320, 194 S. Mt. Juliet Road. Mt. Juliet, Tennessee.

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

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

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

PASSED:

\_\_\_\_\_  
James Maness, Mayor

ATTEST:

\_\_\_\_\_  
Sheila S. Luckett, MMC  
City Recorder

APPROVED AS TO FORM:



---

Kenneth Martin, City Manager

---

L. Gino Marchetti, Jr.  
Attorney

# CITY OF MT. JULIET APPLICATION

## RETAIL FOOD STORE WINE

Application for a Certificate of Compliance to sell retail food store wine in the County of Wilson, State of Tennessee, City of Mt. Juliet.

Fee: \$250.00

11-6-23 CK#368758

Date Paid/Check #/Cash

\*Name of Applicant (s): Mapco Express, Inc. d/b/a Mapco #3320 (Brianna Taylor, Store Manager)

Corporation Name: Mapco Express, Inc.

Business Address: 194 S. Mt. Juliet Rd, Mt. Juliet, Tennessee 37122

\*If more than one applicant please attach additional information to this application.

Contact Person: Brianna Taylor

Contact Information: \_\_\_\_\_

Mailing Address: Attn: Michael Bleimeyer,

The following shall be attached to the application prior to consideration of approval by the Mayor and Board of Commissioners for the City of Mt. Juliet, Tennessee. An application fee of \$250.00 is due at the time the application is filed.

- 1) TBI background check conducted within thirty days of the date of application, that the applicant or applicants who are to be in charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of the application, and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application;
- 2) Letter from the Zoning Administrator to ascertain that the applicant or applicants have secured a location for the business which complies with all zoning laws adopted by the City as to the location of the business, specifically Mt. Juliet City Code § 4-94(b), that any seller of wine shall not be located within 100 feet of a school, church, house of worship, library or municipal park.

Signed this 26<sup>th</sup> day of October, 2023

Brianna Taylor

Applicants Representative Signature

**Owner Information**

Name: Marvin Hewatt

Present Home Address: ~

Previous Addresses last ten years: N/A

Date of Birth:

Social Security Number

**Manager Information**

Name: Brianna Taylor

Address:

Date of Birth

Social Security Number:



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0397  
11.D.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

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

## **RESOLUTION -2023**

### **A RESOLUTION DECLARING CITY OF MT. JULIET SEWER DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION**

**WHEREAS**, the City of Mt. Juliet Sewer Department has certain property that exceeds the needs of the department; and

**WHEREAS**, the property is identified as a 2006 Freightliner Aquatech Vacuum Truck with VIN #1FVHCYDA06HW28974; and

**WHEREAS**, the department purchased a replacement vacuum truck in 2023; and

**WHEREAS**, the department has removed the 2006 truck from service and requests it be sold as surplus.

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

1. The property listed is hereby declared to be surplus property.
2. The property shall be listed on the Auction site GovDeals for sale to the highest bidder.
3. The City Finance Director is empowered to execute the documents required to affect the resolution.
4. In the event of no bids, the property may be sold as scrap, donated, or discarded as trash.

**FIRST READING:**

**PASSED:**

---

James Maness, Mayor

---

Kenneth D. Martin, City Manager

ATTEST:

---

Sheila Luckett, MMC  
City Recorder

APPROVED AS TO FORM:

---

L. Gino Marchetti, Jr.  
City Attorney

## Executive Summary

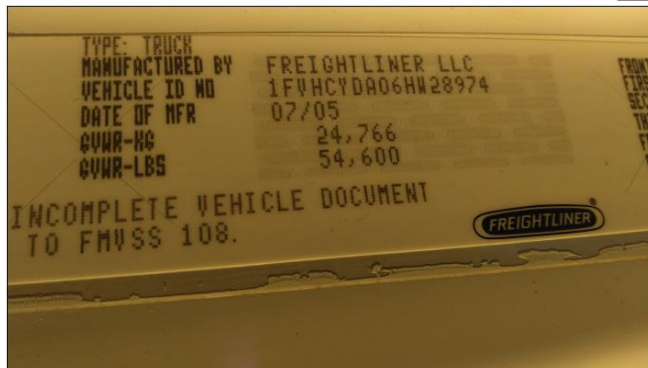
### Resolution \_\_-2023

#### A RESOLUTION DECLARING CITY OF MT. JULIET SEWER DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION

The following truck is considered surplus to the Sewer department needs. The department purchased a replacement truck in 2023 and has no place to store this one indoors. The department requests that it be declared surplus and sold on GovDeals.

Description: 2006 Freightliner-Aquatech / Vacuum Truck – Purchased 9/30/2006 for \$174,848

VIN #1FVHCYDA06HW28974 - Usage = 1990 hours





# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0391  
12.A.

**Agenda Date:** 11/13/2023

**Agenda #:**

---

**Title:**

**RESOLUTION ESTABLISHING A CONSULTANT EVALUATION POLICY AND COMMITTEE FOR ALL PROJECTS FUNDED IN WHOLE OR IN PART WITH FUNDS PROVIDED BY THE FEDERAL HIGHWAY ADMINISTRATION OR THE TENNESSEE DEPARTMENT OF TRANSPORTATION**



## **RESOLUTION \_-2023**

### **RESOLUTION ESTABLISHING A CONSULTANT EVALUATION POLICY AND COMMITTEE FOR ALL PROJECTS FUNDED IN WHOLE OR IN PART WITH FUNDS PROVIDED BY THE FEDERAL HIGHWAY ADMINISTRATION OR THE TENNESSEE DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the City of Mt. Juliet desires to establish a Consultant Selection Policy as required by the Tennessee Department of Transportation; and

**WHEREAS**, the City of Mt. Juliet desires to utilize the Consultant Selection Policy when evaluating and selecting consultants to be used on projects that are funded in whole or in part with Federal or State funds; and

**WHEREAS**, the City of Mt. Juliet desires to establish a Consultant Evaluation Committee comprised of relevant professional positions within the City;

**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 adopt the Consultant Evaluation Policy.

Section 2. The Board of Commissioners designates the positions of Director of Public Works, Deputy Director of Public Works, Transportation Project Manager, Director of Engineering, and Traffic Engineer as the Consultant Evaluation Committee. If one or more of the positions is vacant, then the positions of Traffic Manager and Civil Plans Reviewer may serve as an alternate on the Consultant Evaluation Committee.

Section 3. The members of the Consultant Evaluation Committee serve at the pleasure of the Board of Commissioners and the Board of Commissioners, by resolution, may add, replace, remove, or eliminate the Consultant Evaluation Committee at any time.

Section 4. 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 5. 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 \_-2023**

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

PASSED:

FIRST READING:

\_\_\_\_\_  
James Maness, Mayor

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
Attorney

## **RESOLUTION \_-2023**

### **RESOLUTION ESTABLISHING A CONSULTANT EVALUATION POLICY AND COMMITTEE FOR ALL PROJECTS FUNDED IN WHOLE OR IN PART WITH FUNDS PROVIDED BY THE FEDERAL HIGHWAY ADMINISTRATION OR THE TENNESSEE DEPARTMENT OF TRANSPORTATION**

#### **Executive Summary**

This resolution is to establish a consultant evaluation policy and committee to evaluate the consultant selections on City projects that are funded by Federal or State funds. This is to meet the requirements of TDOT's consultant selection policy for local governments. The consultant selection policy is attached for your review and approval. Also, this resolution establishes the positions of Director of Public Works, Deputy Director of Public Works, Transportation Project Manager, Director of Engineering, and Traffic Engineer as the Consultant Evaluation Committee. If one or more of the positions is vacant, then the positions of Traffic Manager and Civil Plans Reviewer may serve as an alternate on the Consultant Evaluation Committee.

**CITY OF MT. JULIET**  
**Consultant Selection Policy for Projects Funded in Whole or in Part with Funds  
Provided by the Federal Highway Administration or the Tennessee Department of  
Transportation**

**AUTHORITY:** T.C.A. § 12-4-107. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

**PURPOSE:** To prescribe the policy of the City of Mt. Juliet, hereinafter referred to as the Agency, applicable to the procurement, management and administration of consultant services for architectural, engineering, and right-of-way services for projects.

**APPLICATION:**

**A. Engineering and Design Related Services**

This policy is to include all engineering and design related services described in T.C.A. §12-4-107, 40 U.S.C. Chapter 11, 23 U.S.C. §112 (b)(2), 23 CFR Part 172, and 2 CFR 200.317.

**B. Right-of-Way Acquisition Services**

This policy also includes right-of-way acquisition services for required projects. These services include contracts for appraisal, acquisition, or relocation services related to the acquisition of land entered into by the Agency for the purpose of acquiring right-of-way. Since compensation for these services is not paid pursuant to federal regulation, the terms of this policy regarding methodology of compensation are not applicable.

**DEFINITIONS:**

**A. *Competitive Negotiation*** means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101–1104, commonly referred to as the Brooks Act.

**B. *Engineering and Design Related Services*** means –

1. Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project or projects; and
2. Professional services of an architectural or engineering nature, as defined by Tennessee law, including T.C.A. §12-4-107, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

Examples of services within the scope of this policy include, without limitation, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, drainage studies, inspection services, intelligent transportation system design and development,

traffic control systems design and development, roadway design services, including surveying and mapping, structural design services, materials inspection and testing, value engineering, utility relocation/coordination, and utility analysis/design services with respect to a highway construction project or projects.

- C. *Fixed fee* means a dollar amount established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.
- D. *One-year applicable accounting period* means the annual accounting period for which financial statements are regularly prepared by the consultant.
- E. *Scope of work* means all services, work activities, and actions required of the consultant by the obligations of the contract.
- F. *Technical Services* means specialized testing or other paraprofessional services that provide test results, data, or information in support of engineering services, including such services as laboratory testing, core borings, and material sampling.

#### **PROCUREMENT METHODS:**

- A. *Competitive Negotiation* - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11. The proposal solicitation process is by public announcement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.
- B. *Small Purchases* - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold as defined in 48 CFR §2.101 (currently \$250,000). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.
- C. *Noncompetitive Negotiation* – Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source, there is an emergency which will not permit the time necessary to conduct competitive negotiations, or after solicitation of a number of sources competition is determined to be inadequate.

#### **TYPES OF CONTRACTS:**

- A. *Project Specific Contract* – A project specific contract provides for all the work associated with a specific project or projects that is to be performed by the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the Agency and a consultant for the performance of a fixed scope of work related to a specific project or projects.

- B. *Multiphase Contract* – A multiphase contract is similar to a project-specific contract except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.
- C. *General Engineering Related Contract* – General engineering related contracts are for engineering and design related services related to transportation planning, design, or program management for use on multiple projects. Examples include the development of design standards and technical manuals, and the development of comprehensive transportation program management manuals. These services may be performed on a project specific or on-call basis.

## **POLICY:**

### **I. CONSULTANT EVALUATION COMMITTEE**

- A. Establishment of a Consultant Evaluation Committee: The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The Agency's legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.
- B. Role: The CEC shall have the responsibility of submitting to the Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.
- C. Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the Agency's legally designated selection authority.

### **II. PREQUALIFICATION OF CONSULTANTS**

- A. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.
- B. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).

- C. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:
1. Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal of the prequalification form every three years.
  2. Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
    - a) Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
    - b) Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.
- C. Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.
- D. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.
- E. A firm's prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or and other agency of the State of Tennessee.

### **III. COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE**

#### **A. Confidentiality of Data and Records Retention**

1. To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
2. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.
3. In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years



from the date of submission of the final expenditure report. The only exceptions are the following:

- a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity

#### B. Solicitation

The Agency shall seek Letters of Interest from pre-qualified firms by public announcement through the Local Programs Development Office website and by any other means of advertisement that may be required by law. Solicitations shall be reviewed and approved by the Local Programs Development Office before publishing. Upon approval the solicitation must be submitted to the Local Programs Development Office at [local.programs@tn.gov](mailto:local.programs@tn.gov) at least three business days prior to the desired publish date.

1. For **all** contract types, the solicitation shall address:
  - a) Contact information at the Agency for project specific questions;
  - b) The specific location where the Letters of Interest should be mailed or e-mailed;
  - c) The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
  - d) A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
  - e) Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
2. The solicitation shall provide at a minimum, the following:
  - a) A detailed scope of work, including:
    - i. The purpose and description of the project;
    - ii. The services to be performed;
    - iii. The deliverables to be provided;
    - iv. The estimated schedule for performance of the work; and

- b) The technical requirements of consultants required including the applicable standards, specifications, and policies;
  - c) The qualifications of consultants needed for the services to be rendered;
  - d) Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process;
  - e) The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
  - f) Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
  - g) The contract type and method of payment; and
  - h) Any special provisions or contract requirements associated with the solicited services.
3. For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for mid-range and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.

#### C. Consultant Evaluation Criteria

1. The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
  - a) For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
    - i. Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
    - ii. Specialized expertise;
    - iii. Professional licensure;
    - iv. Staff capabilities of prime consultant;
    - v. Size of project and limited or unlimited prequalification status; and,
  - b) For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:

- i. Workload capacity; including amount of work under contract with the Agency, if applicable
    - ii. Past performance on Agency Projects;
    - iii. Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
    - iv. Other factors including interviews and demonstrations, as approved by the Agency; and
    - v. Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2. below.
  - 2. If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
    - a) For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or
    - b) For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
      - i. A need has been established for a consultant to provide a local presence;
      - ii. A local presence will add value to the quality and efficiency of the project; and
      - iii. Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
      - iv. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
  - 3. For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.
- D. Evaluation, Ranking and Selection
- 1. Phase I Evaluation
    - a) Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current statements of qualification and performance data from those firms submitting Letters of Interest.
    - b) Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.

- c) Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
- d) The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.

## 2. Phase II Evaluation

- a) The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
- b) A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.
- c) Separate formal interviews, if approved as an evaluation criteria, shall be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
- d) The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.

### 3. Phase III Evaluation, Ranking, Selection and Notification

- a) If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
- b) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- c) The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.

#### E. Negotiation of Contract

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

1. **Determination of Contract Amount:** The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:
  - a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
  - b) A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

2. **Scope of Work Meeting with Selected Firm:** The Agency will negotiate with the selected firm and may arrange a conference with the prospective consultant where the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
3. **Cost Proposal:** The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

- a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
  - b) The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula: Fixed Fee = (Direct Salary + Overhead based on the most recently approved field and/or office indirect cost rate) (based on TDOT Policy 301-01) x Allowed Fixed Fee Rate. Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 15% (See Appendix 1 for fixed fee rate determination).
  - c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
4. **Contract Negotiations:** If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".
  5. The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

#### F. Contract Development and Execution

1. In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
3. The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub-consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub-consultants.
4. **Method of Payment:** The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

5. Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.
6. The Agency shall maintain a record of the negotiations and all required approvals.
7. Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.

#### G. Contract Administration

1. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
2. After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.

Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.

3. A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

#### H. Contract Modifications

1. A contract modification, in the form of an executed supplemental agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications



shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.

2. No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.
3. Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

#### I. Contract Accounting Policies

##### 1. Indirect Cost Rate – Basic Agreement or Contract

- a) **Federally funded projects:** The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;
  - i. The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
  - ii. The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.
  - iii. If the indirect cost rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.
- b) **State funded projects:** Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.

2. **Travel:** Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be pre-approved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.



3. Fixed Fee Payment:
  - a) For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.
  - b) The fixed fee for each progress billing shall be determined using the consultant's actual Direct Salary + Overhead based on the most recently approved field and/or office indirect cost rate for the specific billing period multiplied by the negotiated fixed fee percent (based on TDOT Policy 301-01).
  - c) With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.
4. Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.
5. Retainage shall not be required for new Engineering and Technical Services Contracts.
6. Audit Requirements:
  - a) Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.
  - b) Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.
  - c) Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.
7. Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
8. Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.

**9. Direct Costs**

- a) Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
- b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
- c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
- d) The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.

10. Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

**J. Geotechnical Contracts**

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling and/or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards indirect cost computations for engineering services.

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.

**K. Sub-consultants for Engineering Services**

1. Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services may be procured as part of the larger contract, e.g., roadway design. Payment for subsurface exploration/drilling shall be invoiced as a direct cost. Geotechnical studies shall be invoiced as other engineering services.
2. Geotechnical Studies Firms as Sub-Consultants
  - a) Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
  - b) Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant. However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.

#### L. Sub-consultants Not Covered Under Engineering Services

In the event a sub-consultant is required whose hiring process, as a prime, would not be governed by Competitive Negotiation under this Policy, that sub-consultant shall be retained by the same method as the Agency would use to procure the same type of services under the Agency's local law or other applicable state law.

1. Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design consultant shall use, and document, the applicable procedures identified by the Agency.
2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

#### IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment. Before using this form of contracting, the Agency shall

submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

## **V. SMALL PURCHASE PROCUREMENT PROCEDURE**

When the contract cost of the services does not exceed the simplified acquisition threshold as defined in 48 CFR § 2.101 of the Federal Acquisition Regulations (FAR), which is currently \$250,000, small purchase procedures may be used. The scope of work, project phases and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Further, a contract obtained under small purchase procedures shall not be modified to exceed the simplified acquisition threshold.

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation, ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

## **VI. TECHNICAL SERVICE PROCUREMENT PROCEDURE**

The Agency shall use the procurement process it would use for the same type of service under applicable state or local law; provided, that on Federal-aid projects the procurement process shall be consistent with competitive procurement requirements under 2 CFR Part 200.

## ATTACHMENT A – Consultant Selection for Locally Managed Projects

Size of Project	Type of Project	Procurement Requirements
<b>SMALL projects</b> <ul style="list-style-type: none"> <li>Must have a full-time employee on staff with experience managing transportation projects.</li> <li>Must hire consultants for all phases of the project from TDOT's approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>Transportation Alternatives</li> <li>intersection improvements without significant ROW (under one acre of disturbance)</li> <li>Safe Routes to School</li> <li>resurfacing</li> <li>striping</li> <li>signing</li> <li>guardrail installation</li> <li>signalization</li> <li>some bridge replacement projects (under one acre of disturbance)</li> <li>non-construction/service contracts (as listed in Chapter 10 of the LGG)</li> <li>low-risk and exempt ITS</li> </ul>	<ul style="list-style-type: none"> <li>Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)</li> </ul>
<b>MID-RANGE projects</b> <ul style="list-style-type: none"> <li>Must have a qualified, full-time professional engineer on staff.</li> <li>Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>roadway widening</li> <li>realignment of existing roadway</li> <li>signalization projects with the addition of turn lanes</li> <li>intersection improvements with significant ROW (over one acre of disturbance)</li> <li>bridge replacement projects requiring significant land acquisition (over one acre of disturbance)</li> <li>projects with environmental requirements greater than a categorical exclusion but lesser than an EIS</li> <li>high-risk ITS</li> </ul>	<ul style="list-style-type: none"> <li>The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>
<b>LARGE projects</b> <ul style="list-style-type: none"> <li>Must have a qualified, full-time professional engineer on staff with extensive experience working with federally-funded transportation projects.</li> <li>Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>construction of new facilities</li> <li>widening of existing roadways</li> <li>realignment of existing roadways that require significant land acquisition (over 10 acres)</li> <li>environmental clearances that require an EIS</li> </ul>	<ul style="list-style-type: none"> <li>The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>

**ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services****Vehicle Reimbursement Schedule**

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: \_\_\_\_\_  
AGENCY HEAD DATE