

# **Mt. Juliet, Tennessee**

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



## **Agenda**

**Monday, March 10, 2025**

**6:30 PM**

**Commission Chambers**

**Board of Commissioners**

**1. Public Hearing 6:15 PM**

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

**1.A. Public Hearing Notice****[1092](#)**

**Attachments:** [Public Hearing Notice - 2nd Reading - 3-10-25](#)

**2. Call to Order & Declare a Quorum Present****3. Set Agenda****4. Invocation & Pledge of Allegiance****5. Approval of Minutes****5.A. BoC Minutes February 24, 2025****[1084](#)**

**Attachments:** [BoC Minutes for 2-24-25](#)

**6. Citizens Comments**

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

**7. Commissioner Reports & Comments****8. City Manager's Report****9. Unfinished Business - Annexation of 1191 Nonaville Rd****9.A. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE 1191 NONAVILLE ROAD PROPERTY, LOCATED AT 1191 NONAVILLE ROAD, MAP 050 PARCELS 50.00, 98.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY****[1044](#)**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [1191 Nonaville - POS](#)

**9.B. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.02 ACRES, PROPERTY LOCATED AT 1191 NONAVILLE ROAD, MAP 050, PARCEL 098.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.****[0928](#)**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [1191 Nonaville Rd AX ORD](#)

[1191 Nonaville Rd AX SR](#)

[1191 Nonaville Road Legal Desc](#)

[1191 Nonaville Road Annexation 10 17 24 Exhibit B](#)

**Legislative History**

11/21/24 Planning Commission

\*\*Positive Recommendation to the Board of Commissioners

1/13/25 Board of Commissioners

recommended for approval to the Board of Commissioners

- 9.C.** A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_\_\_ **1045**  
RELATIVE TO THE ANNEXATION OF 1191 NONAVILLE ROAD,  
MAP 050 PARCELS 50.00, 98.00

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Res in Memorandum Relative to Annexation - 1191 Nonaville Rd](#)

**10. Unfinished Business - Annexation of 2460 Old Lebanon Dirt Rd**

- 10.A.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE **1042**  
PROPERTY KNOWN AS THE 2460 OLD LEBANON DIRT ROAD  
PROPERTY, LOCATED AT 2460 OLD LEBANON DIRT ROAD,  
MAP 073 PARCELS 71.00, IN WILSON COUNTY, TENNESSEE,  
LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [2460 Old Lebanon Dirt Rd - POS](#)

- 10.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE **0927**  
BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY  
1.32 ACRES, PROPERTY LOCATED AT 2460 OLD LEBANON  
DIRT ROAD, MAP 073, PARCEL 071.00 AND LOCATED WITHIN  
THE CITY'S URBAN GROWTH BOUNDARY..

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [2460 OLDR City Property AX ORD](#)  
[2460 OLDR AX SR](#)  
[2460 OLDR Legal Desc](#)  
[ROW Old Lebanon Dirt Road Annexation 10 17 24 Exhibit B](#)

**Legislative History**

11/21/24 Planning Commission

\*\*Positive Recommendation to the Board of Commissioners

1/13/25 Board of Commissioners

recommended for approval to the Board of Commissioners

- 10.C.** A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_\_\_ **1043**  
RELATIVE TO THE ANNEXATION OF 2460 OLD LEBANON DIRT  
ROAD, MAP 073, PARCEL 071.00

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Res in Memorandum Relative to Annexation - 2460 Old Lebanon Dirt Rd](#)

**11. Unfinished Business - Annexation, Rezone, and Land Use Amendment of Chrisman Properties**

- 11.A.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE **1046**  
PROPERTY KNOWN AS THE CHRISMAN PROPERTIES  
PROPERTY, LOCATED AT 9127 LEBANON ROAD MAP 054  
PARCELS 63.00, 64.00, 65.00, IN WILSON COUNTY,  
TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH  
BOUNDARY

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Chrisman Properties - POS](#)

- 11.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE **0972**  
BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY  
3.53 ACRES, PROPERTY KNOWN AS THE CHRISMAN  
PROPERTY, LOCATED AT 9127 LEBANON ROAD, MAP 054,  
PARCELS 063.00, 064.00, 065.00 AND LOCATED WITHIN THE  
CITY'S URBAN GROWTH BOUNDARY.

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Chrisman Properties AX ORD](#)  
[Chrisman Properties LUA,RZ,AX SR](#)  
[Chrisman Properties Legal Desc](#)  
[Chrisman Properties Exhibit B- Annexation 12-31-24](#)

**Legislative History**

12/19/24	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/13/25	Board of Commissioners	recommended for approval to the Board of Commissioners

- 11.C.** A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_\_\_ **1047**  
RELATIVE TO THE ANNEXATION OF THE CHRISMAN  
PROPERTIES, LOCATED AT 9127 LEBANON ROAD, MAP 054,  
PARCELS 063.00, 064.00, 065.00

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Res in Memorandum Relative to Annexation - Chrisman Properties](#)



- 11.D.** AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS THE CHRISMAN PROPERTY, LOCATED AT 0 KAREN DRIVE, MAP 054, PARCEL 063.00 FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL **0971**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Chrisman Property LUA ORD](#)  
[Chrisman Properties LUA,RZ,AX SR](#)  
[Chrisman Properties Legal Desc](#)  
[Chrisman Properties Exhibit B- LUA 12-31-24](#)

**Legislative History**

12/19/24	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/13/25	Board of Commissioners	recommended for approval to the Board of Commissioners

- 11.E.** AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS THE CHRISMAN PROPERTIES, LOCATED 9127 LEBANON ROAD, APPROXIMATELY 3.53 ACRES, MAP 054, PARCELS 063.00, 064.00, 065.00 FROM RS-40 TO CNS. **0973**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Chrisman Properties RZ ORD](#)  
[Chrisman Properties LUA,RZ,AX SR](#)  
[Chrisman Properties Legal Desc](#)  
[Chrisman Properties Exhibit B- Rezone 12-6-24](#)

**Legislative History**

12/19/24	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/13/25	Board of Commissioners	recommended for approval to the Board of Commissioners

**12. Unfinished Business**

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

**Sponsors:** Planning Commission Negative Recommendation

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

**Legislative History**

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7/18/24	Planning Commission	negative recommendation
9/23/24	Board of Commissioners	recommended for approval
1/13/25	Board of Commissioners	referred to the Board of Commissioners
2/24/25	Board of Commissioners	recommended for approval to the Board of Commissioners

**13. New Business**

- 13.A.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.5 ACRES OF PROPERTY LOCATED AT 9385 LEBANON ROAD, MAP 054D, GROUP B, PARCEL 001.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1001**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Hayes Property AX ORD](#)  
[Hayes Property 9385 Lebanon Rd AX SR PD](#)  
[9385 Lebanon Rd - Exhibit A- Annexation 12-16-24](#)  
[Hayes Property POS](#)

**Legislative History**

2/20/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
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- 13.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 6.6 ACRES, PROPERTY LOCATED AT 340 JOHN WRIGHT ROAD, MAP 076, PARCEL 054.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1062**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [340 John Wright Rd AX ORD](#)  
[340 John Wright Rd AX SR](#)  
[340 John Wright Rd Exhibit A Annexation 1-15-25](#)  
[340 John Wright Rd PoS](#)

**Legislative History**

2/20/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
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- 13.C.** 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 5-104.4, DEVELOPMENT STANDARDS FOR SINGLE FAMILY RESIDENTIAL, TO INCLUDE A REQUIREMENT FOR PLAYGROUND FACILITIES IN SINGLE FAMILY RESIDENTIAL SUBDIVISIONS. **1070**

**Sponsors:** Planning Commission Positive Recommendation, Art Giles, Commissioner

**Attachments:** [ZOA Playground Single Family ORD](#)  
[ZOA Playground Single Family SR](#)

**Legislative History**

2/20/25 Planning Commission

\*\*Positive Recommendation to the Board of Commissioners

- 13.D.** AN ORDINANCE REINSTATING ORDINANCE 2020-11 AND EXTENDING THE INITIAL VESTING PERIOD FOR THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, IN THE CITY OF MT. JULIET, TN **1104**

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance Reinstating and Extending The District PMDP Ordinance 2020-11](#)

- 13.E.** AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR A PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP **1108**

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [2025- Amd buget for CH needs assess Architect Workshop Mt.Juliet City Hall Space Needs Assessment Agreement](#)

- 13.F.** A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP FOR A SPACE NEEDS STUDY FOR A PROPOSED CITY HALL **1107**

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Res needs analysis for a new City Hall Mt.Juliet City Hall Space Needs Assessment Agreement](#)

- 13.G.** A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND BOWEN ENGINEERING CORPORATION FOR THE CONSTRUCTION OF AN EQUALIZATION BASIN AND PUMP STATION LOCATED ON OLD LEBANON DIRT ROAD AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **1090**

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [2025-03-10, EQ Basin Resolution](#)  
[2025-03-10, EQ Basin Resolution - Exec Summary Agreement](#)  
[Bowen proposal WMS#23135](#)  
[Bid tab #23135](#)  
[Award Recommendation Letter](#)

**14. Appointments**

- 14.A.** Alcoholic Beverage Board Appointment **1105**

**Sponsors:** James Maness, Mayor

**Attachments:** [Sec. 4 28. Membership terms.](#)

**15. Adjournment**



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1092

**Agenda Date:** 3/10/2025

**Agenda #:** 1.A.

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**Title:**

Public Hearing Notice

## **Public Hearing Notice**

The Board of Commissioners of the City of Mt. Juliet will conduct a public hearing and consider the following on March 10, 2025 at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- Annexation and plan of services of approximately 1.02 acres of property, located at 1191 Nonaville Rd, map 050, parcel 098.00 and located within the City's Urban Growth Boundary
- Annexation and plan of services of approximately 1.32 acres, located at 2460 Old Lebanon Dirt Rd, map 073, parcel 071.00 and located within the City's Urban Growth Boundary
- Rezone from Wilson County A-1 to CNS, annexation, and plan of services of approximately 3.53 acres of property, known as the Chrisman Properties, located at 9127 Lebanon Rd, map 054, parcels 063.00, 064.00, 065.00 and located within the City's Urban Growth Boundary, as well as the land use amendment of parcel 063.00, located off Karen Dr, from Low Density Residential to Neighborhood Commercial
- Amending the land use plan for the property known as Silver Springs Ph. 8 located at 9621 Lebanon Rd, Map 054, Parcel 045.00 from low density residential to medium density residential

The public is invited to attend and comment.

Kenneth D. Martin, City Manager

City of Mt. Juliet



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1084

**Agenda Date:** 3/10/2025

**Agenda #:** 5.A.

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**Title:**

BoC Minutes February 24, 2025

# **Mt. Juliet, Tennessee**

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



## **Meeting Minutes**

**Monday, February 24, 2025**

**6:30 PM**

**Commission Chambers**

**Board of Commissioners**



**1. Public Hearing 6:15 PM**

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

Mayor Maness called the Public Hearing to order at 6:15 PM with an adjournment at 6:28 PM.

Citizens Comments:

Laurie Stegner, 153 Karen Drive: Opposed to Silver Springs LUA. Growth and progress is beautiful.

Vivian Gill, 145 Karen Drive: Opposed to Silver Springs LUA.

Adjourned at 6:23 PM.

**1.A. Public Hearing Notice 2-24-2025**

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

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

Mayor Maness called the Regular Meeting to order at 6:30 PM and declared a quorum present.

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

**Absent:** Commissioner Scott Hefner

**3. Set Agenda**

Mayor Maness stated he would be removing item 9B from the Consent Agenda - 108 Stoney Creek.

**4. Invocation & Pledge of Allegiance**

City Manager Kenneth Martin

**5. Approval of Minutes****5.A. Approval of February 10, 2025 Minutes**

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

This Minutes was approved.

**RESULT:** APPROVED

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

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

**Absent:** Commissioner Hefner

**6. Citizens Comments**

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

Ellen Cooper, 147 Karen Drive: Opposed to Silver Springs LUA

## 7. Commissioner Reports & Comments

Commissioner Giles: No report

Vice Mayor Trivett: Thanked everyone for attending and watching online. Thanks to PW for the snow removal, and to all departments for their part. Thanked the Police for all they do with preventing crime.

Commissioner Milele: Newsletter will go out on 3/1. Appreciates views of the citizens and those that are here and online. Supports the property owner who has a right to sell their property. The vote tonight is a formality for the Silver Springs LUA and she will not change her vote. Shout out to the Fire Department for the awesome job with the burning house close to her and thanks to the Police for being there also.

Mayor Maness condolences to the family of previous Mayor Don Fox who recently passed away.

## 8. City Manager's Report

Thanked everyone for coming out and watching. Condolences to Mayor Don Fox's family. New businesses have opened on the North end of the City, Chipotle and Salvos Pizza. Please shop local, many of our local residents own the franchise businesses.

## 9. Unfinished Business Consent Agenda Items:

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

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

This Ordinance was adopted.

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

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

**Absent:** Commissioner Hefner

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

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

Motion made by Mayor Maness to defer said ordinance until the 3/24/25 BoC meeting, 2nd by Vice Mayor Trivett.

A motion was made by Vice Mayor and Commissioner Trivett, seconded by Commissioner Milele, that this Ordinance be deferred to the Board of Commissioners, on meeting date of 3/24/2025. The motion carried by the following vote:

**RESULT:** DEFERRED

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

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

**Absent:** Commissioner Hefner

## 10. New Business

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

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

City Attorney Burnett explained the reconsideration of this item.

A motion was made by Commissioner Milele, seconded by Vice Mayor and Commissioner Trivett, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 3/10/2025. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

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

**Absent:** Commissioner Hefner

## 11. Resolutions

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

**AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

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

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

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Art Giles

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

**Absent:** Commissioner Hefner

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

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

Discussion was held.

City Manager Martin stated there will be a detour route while Mt. Juliet Road is closed for the repairs.

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

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Art Giles

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

**Absent:** Commissioner Hefner

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

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

A motion was made by Vice Mayor and Commissioner Trivett, seconded by Commissioner Giles, that this Resolution be adopted. The motion carried by the

following vote:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Art Giles

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

**Absent:** Commissioner Hefner

## **12. Adjournment**

At 6:52 PM

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Mayor James Maness

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City Recorder Sheila S. Lockett, MMC



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1044

**Agenda Date:** 3/10/2025

**Agenda #:** 9.A.

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**Title:**

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE 1191 NONAVILLE ROAD PROPERTY, LOCATED AT 1191 NONAVILLE ROAD, MAP 050 PARCELS 50.00, 98.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

## **RESOLUTION - 2025**

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE 1191 NONAVILLE ROAD PROPERTY, LOCATED AT 1191 NONAVILLE ROAD, MAP 050 PARCELS 50.00, 98.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

**WHEREAS**, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

**WHERAS**, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property known as 1191 Nonaville Road located at 1191 Nonaville Road, In Wilson County, Tennessee, as described herein;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 1191 NONAVILLE ROAD, IN WILSON COUNTY, TENNESSEE IS ADOPTED.**

### **A. Police:**

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

### **B. Fire:**

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection with automatic and mutual aid assistance from the Wilson County Emergency Management Agency.

### **C. Water:**

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

### **D. Sanitary Sewers:**

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

## **RESOLUTION - 2025**

### **E. Refuse Collection:**

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

### **F. Public Streets:**

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

### **G. Schools:**

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

### **H. Inspection Services:**

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

### **I. Planning:**

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: RS-40



## **RESOLUTION - 2025**

### **J. Street Lighting**

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

### **K. Recreation**

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

### **L. Electrical Service**

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

### **NOW THEREFORE BE IT RESOLVED:**

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

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

PASSED:

FIRST READING:

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James Maness, Mayor

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Kenny Martin, City Manager

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Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0928

**Agenda Date:** 3/10/2025

**Agenda #:** 9.B.

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**Title:**

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.02 ACRES, PROPERTY LOCATED AT 1191 NONAVILLE ROAD, MAP 050, PARCEL 098.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.**

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

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.02 ACRES, PROPERTY LOCATED AT 1191 NONAVILLE ROAD, MAP 050, PARCEL 098.00 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 November 21, 2024, and forwarded a positive recommendation (Vote 7-0-0) 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 March 10, 2025 and notice thereof published in the Chronicle of Mt. Juliet on February 12, 2025; and

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 1.02 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 \_\_\_\_\_, 2025 as follows:**

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

**SECTION 2.** – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (7-0-0) in a regular meeting to be held on November 21, 2024.

**SECTION 3.** – PUBLIC HEARING – The annexation was the subject of a public hearing held on March 10, 2025 at 6:15 p.m.

**BE IT FURTHER ORDAINED**

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

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

PASSED:

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James Maness, Mayor

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

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

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

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Kenny Martin, City Manager

APPROVED AS TO FORM:

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Samantha A. Burnett  
City Attorney



## MEMORANDUM

**Date:** November 21, 2024

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

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

**Re:** 1191 Nonaville Road  
Annexation  
Map - 050  
Parcel(s) –098.00

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**Request:** Requested by Janet Medlin, on behalf of her client, Ada E. Taylor, the applicant is requesting approval for annexation of 1.02 acres at 1191 Nonaville Road, to be able to access City sewer that is currently adjacent to the subject property.

**Description:** The subject property is approximately 1.02 acres, on one parcel on the west side of Nonaville Road, just due West of Cedar Creek Drive. The property is located within the City's urban growth boundary. The property is currently in Wilson County's jurisdiction and is zoned R-1. There are no proposals for this site, other than the ability to access city sewer for the existing single-family residence on this property.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
1191 Nonaville	Low Density Residential	N/A	Wilson Co. R-1	RS-40 Default

**Future Land Use Plan:** The City's Future Land Use map identifies the property as low density residential. Adjacent future land use classifications are also shown as low density residential. The applicant does not wish to nor need to change the future land use designation.

**Zoning:** Current zoning is Wilson County R-1. The applicant has not requested a rezone, if annexed it would default to RS-40 zoning.

**Annexation:** The property is located within the City's urban growth boundary. City limits are across Nonaville Road from the subject site. A plan of services is included.

**Summary:** The reason for this request is to gain access to the City sewer system for an existing single family residence. The area is served by City sewer, being directly adjacent to the East across Nonaville Road, running parallel. The site is in the City's UGB.

**Recommendation:** Staff recommends the Planning Commission make a positive recommendation to the Board of Commissioners for the annexation of 1401 Nonaville Road, subject to any conditions below.

Planning and Zoning:

1. No comments.

Public Works:

1. No comments.

Wilson County Schools:

1. No comments.

West Wilson Utility District

1. No comments.

## **Exhibit A**

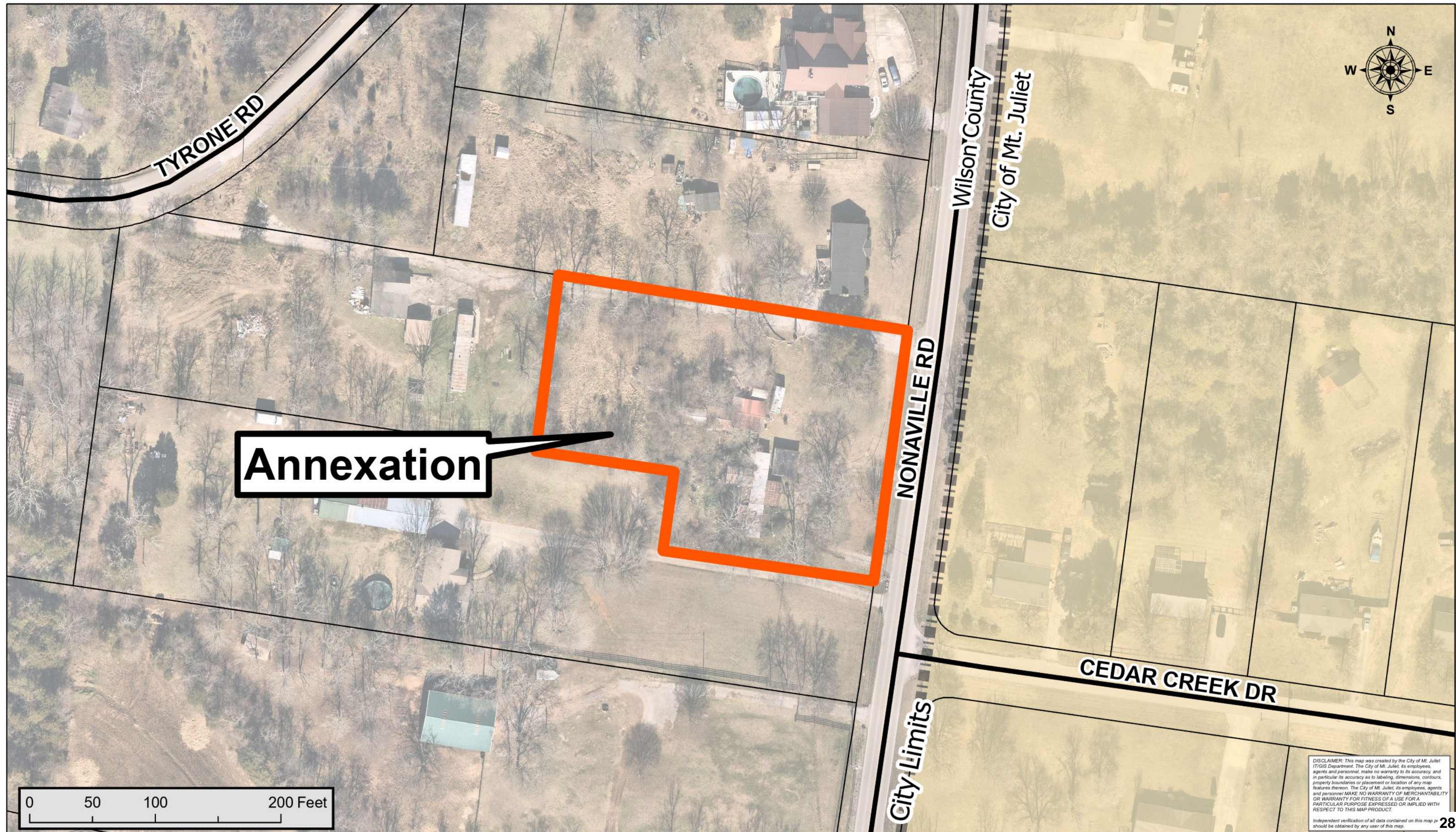
Land located in the 2<sup>nd</sup> Civil District of Wilson County, Tennessee on the west side of Nonaville Road and beginning on a spike in the west margin of Nonaville Road, thence North 2 deg. 45 min. East, 186.0 feet to a point; thence South 87 deg. 09 min. East, 165.0 feet to a point; thence North 2 deg. 45 min. East, 61.0 feet to a point; thence South 87 deg. 09 min. East, 110.0 feet to a point; thence North 2 deg. 45 min. East, 125.0 feet to a point; thence North 87 deg. 09 min. West, 275.0 feet to the point of beginning containing 1.02 acres, more or less, and being Tract No. 2 of the subdivision of Pyron-Taylor property of record in Plat Book 17, Page 356, Register's Office for Wilson County, Tennessee.





# Exhibit B - Annexation

**1191 Nonaville Road**  
**Map 050, Parcel 098.00**







# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1045

**Agenda Date:** 3/10/2025

**Agenda #:** 9.C.

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**Title:**

A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_\_ RELATIVE TO THE ANNEXATION OF  
1191 NONAVILLE ROAD, MAP 050 PARCELS 50.00, 98.00

## **RESOLUTION -2025**

### **A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_\_ RELATIVE TO THE ANNEXATION OF 1191 NONAVILLE ROAD, MAP 050 PARCELS 50.00, 98.00**

**WHEREAS**, on February 10, 2025, pursuant to Ordinance \_\_\_\_, the City of Mt. Juliet Board of Commissioners annexed the subject property into the corporate boundaries of the City of Mt. Juliet; and

**WHEREAS**, T.C.A. § 6-51-104 requires a resolution for the annexation proposed by a property owner; and

**WHEREAS**, this Resolution shall mirror the intent and effect of Ordinance \_\_\_\_ relative to the annexation of the subject property.

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

**Section 1.** The City of Mt. Juliet Board of Commissioners hereby resolves to pass Ordinance \_\_\_\_ relative to the annexation of 1192 Nonaville Road, Map 050, Parcels 50.00, 98.00.

**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 immediately upon its adoption, the public welfare requiring it.

**PASSED:**

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

\_\_\_\_\_  
Kenneth D. Martin, City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1042  
10.A.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE 2460 OLD LEBANON DIRT ROAD PROPERTY, LOCATED AT 2460 OLD LEBANON DIRT ROAD, MAP 073 PARCELS 71.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

## **RESOLUTION - 2025**

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE 2460 OLD LEBANON DIRT ROAD PROPERTY, LOCATED AT 2460 OLD LEBANON DIRT ROAD, MAP 073 PARCELS 71.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

**WHEREAS**, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

**WHERAS**, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property known as 2460 Old Lebanon Dirt Road located at 2460 Old Lebanon Dirt Road, In Wilson County, Tennessee, as described herein;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 2460 OLD LEBANON DIRT ROAD, IN WILSON COUNTY, TENNESSEE IS ADOPTED.**

### **A. Police:**

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

### **B. Fire:**

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection with automatic and mutual aid assistance from the Wilson County Emergency Management Agency.

### **C. Water:**

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

### **D. Sanitary Sewers:**

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

## **RESOLUTION - 2025**

### **E. Refuse Collection:**

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

### **F. Public Streets:**

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

### **G. Schools:**

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

### **H. Inspection Services:**

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

### **I. Planning:**

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: RS-40

## **RESOLUTION - 2025**

### **J. Street Lighting**

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

### **K. Recreation**

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

### **L. Electrical Service**

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

### **NOW THEREFORE BE IT RESOLVED:**

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

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

PASSED:

FIRST READING:

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James Maness, Mayor

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Kenny Martin, City Manager

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Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0927  
10.B.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.32 ACRES, PROPERTY LOCATED AT 2460 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 071.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY..

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

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.32 ACRES, PROPERTY LOCATED AT 2460 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 071.00 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 November 21, 2024, and forwarded a positive recommendation (Vote 7-0-0) 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 March 10, 2025 and notice thereof published in the Chronicle of Mt. Juliet on February 12, 2025; and

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 1.32 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 \_\_\_\_\_, 2025 as follows:**

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

**SECTION 2.** – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (7-0-0) in a regular meeting to be held on November 21, 2024.

**SECTION 3.** – PUBLIC HEARING – The annexation was the subject of a public hearing held on March 10, 2025 at 6:15 p.m.



**BE IT FURTHER ORDAINED**

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

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

PASSED:

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James Maness, Mayor

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

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

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

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Kenny Martin, City Manager

APPROVED AS TO FORM:

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Samantha A. Burnett  
City Attorney



## MEMORANDUM

**Date:** November 21, 2024

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

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

**Re:** 2460 OLDR  
Annexation  
Map - 073  
Parcel(s) – p/o 071.00

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**Request:** Initiated by the City of Mt Juliet, the City requests annexation of property at 2460 Old Lebanon Dirt Road.

**Description:** The subject property is located on the north side of Old Lebanon Dirt Road, south of Jackson Hollow Road. It is approximately 1.4 acres.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
2460 OLDR	Low Density Residential	N/A	R-1 Wilson Co.	RS-40 Default

**Future Land Use Plan:** The City's future land use plan calls for low density residential on this parcel. Low density land use is found north and west of the parcel and medium density is located south and east.

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

**Annexation:** The property is located within the City's urban growth boundary. A plan of services is included.

**Summary:** The subject parcel is in the City's urban growth boundary. The property will default to RS-40 zoning if annexed.

**Recommendation:** Staff recommends the Planning Commission forward the request to annex 2460 Old Lebanon Dirt Road to the Board of Commissioners with a positive recommendation.

**Planning and Zoning:**

1. No comment.

Public Works:

1. No comment.

Wilson County Schools:

1. No comment.

West Wilson Utility District:

1. No comment.

## **EXHIBIT A**

**BEGINNING AT A POINT OF INTERSECTION BETWEEN THE NORTH PRESENT RIGHT-OF-WAY LINE OF OLD LEBANON DIRT ROAD AND THE WEST PROPERTY LINE OF JACK NORMAN GILLESPIE, FURTHER DESCRIBED AS BEING AT STA. 124+91.94, 5.0 FEET LEFT OF THE CENTERLINE OF OLD LEBANON DIRT ROAD, AS SHOWN ON THE ENGINEERING DESIGN DOCUMENTS PREPARED FOR THE CITY OF MOUNT JULIET, BY WSP, SAID POINT BEING THE POINT OF BEGINNING:**

THENCE, ALONG THE WESTERN PROPERTY LINE N 07 DEG. 14 MIN. 51 SEC. E 119.14 FEET TO A POINT, 3.31 FEET RIGHT OF PAGE DRIVE CENTERLINE STATION 11+09.04; THENCE CONTINUING ALONG THE WESTERN PROPERTY LINE N 06 DEG. 06 MIN. 26 SEC. E 89.19 FEET TO A POINT, 23.26 FEET RIGHT OF PAGE DRIVE CENTERLINE STATION 11+97.52; THENCE CURVING TO THE RIGHT IN A NORTHEASTERLY DIRECTION AN ARC LENGTH OF 79.09 FEET ALONG A TANGENTIAL CURVE CONCAVE EAST HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING OF N 51 DEG. 23 MIN. 27 SEC. E 71.06 FEET TO A POINT, 29.42 FEET RIGHT OF JACKSON HOLLOW ROAD CENTERLINE STATION 10+76.99; THENCE CONTINUING ALONG THE NORTHERN PROPERTY LINE S 83 DEG. 19 MIN. 33 SEC. E 182.83 FEET TO A POINT, 30.54 FEET RIGHT OF JACKSON HOLLOW ROAD CENTERLINE STATION 12+60.29; THENCE CONTINUING ALONG THE PROPERTY LINE S 83 DEG. 19 MIN. 33 SEC. E 234.31 FEET TO A POINT, 12.54 FEET LEFT OF OLD LEBANON DIRT ROAD CENTERLINE STATION 130+25.27; THENCE CURVING TO THE LEFT IN A SOUTHWESTERLY DIRECTION AN ARC LENGTH OF 80.70 FEET ALONG A TANGENTIAL CURVE CONCAVE EAST HAVING A RADIUS OF 1974.52 FEET AND A CHORD BEARING OF S 71 DEG. 19 MIN. 31 SEC. W 81.12 FEET TO A POINT, 14.20 FEET LEFT OF OLD LEBANON DIRT ROAD CENTERLINE STATION 129+45.23; THENCE CONTINUING ALONG THE SOUTHERN PROPERTY LINE S 68 DEG. 13 MIN. 02 SEC. W 155.90 FEET TO A POINT, 14.20 FEET RIGHT OF PAGE DRIVE CENTERLINE STATION 127+89.33; THENCE ALONG SAID PRESENT RIGHT-OF-WAY LINE S 66 DEG. 26 MIN. 40 SEC. W 297.52 FEET TO THE POINT OF BEGINNING, CONTAINING 57692 SQUARE FEET, MORE OR LESS.

The above-described property is hereby conveyed in fee simple.

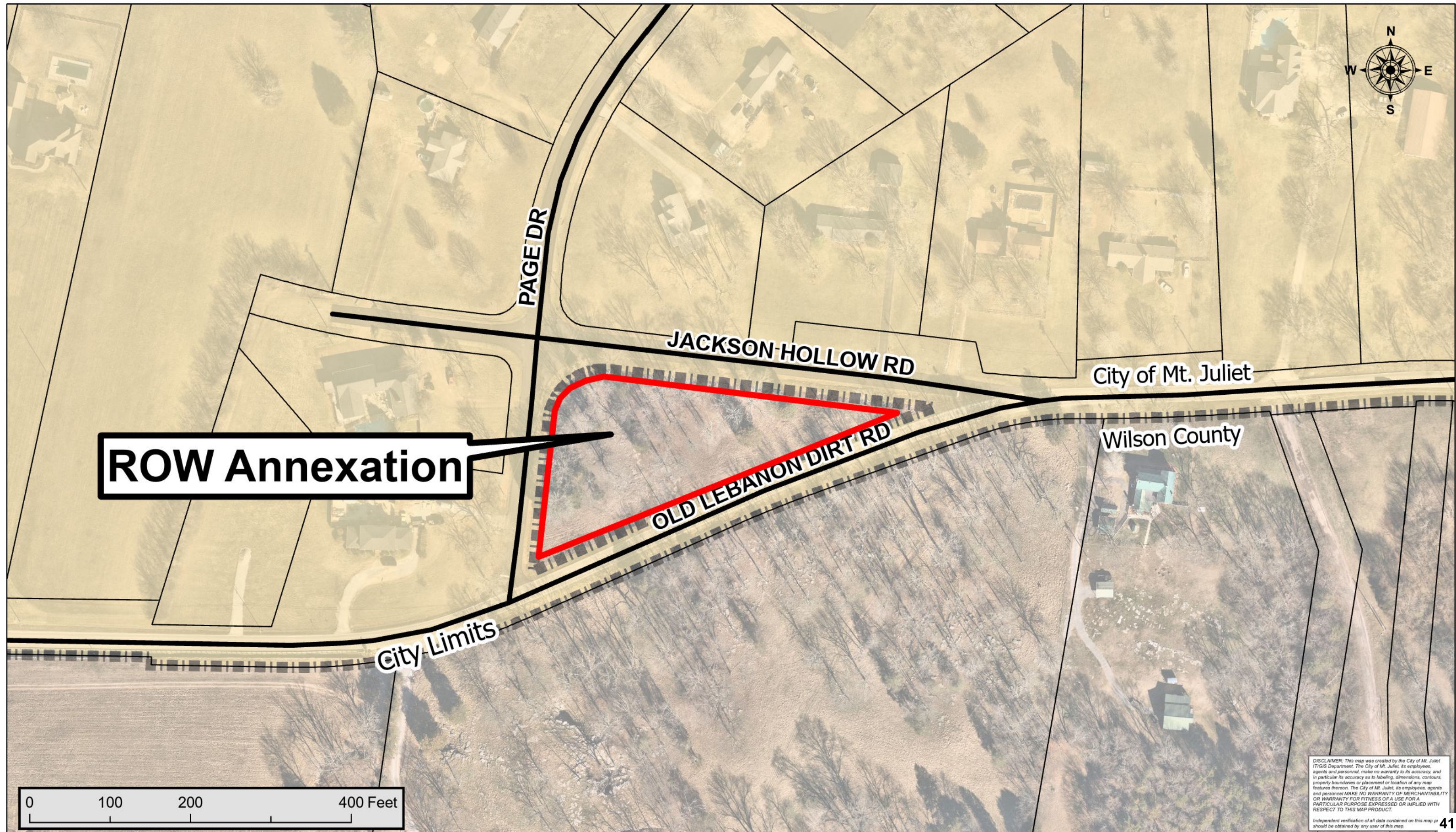
The aforementioned property is on a parcel of land owned by Jack Norman Gillespie, as shown on Tax Map 73, Parcel 71 and recorded in Deed Book 1388, Page 1651 with the Wilson County Register of Deeds.





# Exhibit B - ROW Annexation

## ROW - Old Lebanon Dirt Road Formerly: Map 073, p/o Parcel 071.00







# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1043  
10.C.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_\_ RELATIVE TO THE ANNEXATION OF  
2460 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 071.00

## **RESOLUTION -2025**

### **A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_\_ RELATIVE TO THE ANNEXATION OF 2460 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 071.00**

**WHEREAS**, on February 10, 2025, pursuant to Ordinance \_\_\_\_, the City of Mt. Juliet Board of Commissioners annexed the subject property into the corporate boundaries of the City of Mt. Juliet; and

**WHEREAS**, T.C.A. § 6-51-104 requires a resolution for the annexation proposed by a property owner; and

**WHEREAS**, this Resolution shall mirror the intent and effect of Ordinance \_\_\_\_ relative to the annexation of the subject property.

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

**Section 1.** The City of Mt. Juliet Board of Commissioners hereby resolves to pass Ordinance \_\_\_\_ relative to the annexation of 2460 Old Lebanon Dirt Road, Map 073, Parcel 071.00.

**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 immediately upon its adoption, the public welfare requiring it.

**PASSED:**

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

\_\_\_\_\_  
Kenneth D. Martin, City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1046  
11.A.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE CHRISMAN PROPERTIES PROPERTY, LOCATED AT 9127 LEBANON ROAD MAP 054 PARCELS 63.00, 64.00, 65.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY



## **RESOLUTION - 2025**

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE CHRISMAN PROPERTIES PROPERTY, LOCATED AT 9127 LEBANON ROAD MAP 054 PARCELS 63.00, 64.00, 65.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

**WHEREAS**, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

**WHERAS**, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property known as Chrisman Properties located at 9127 Lebanon Road, In Wilson County, Tennessee, as described herein;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 9127 LEBANON ROAD, IN WILSON COUNTY, TENNESSEE IS ADOPTED.**

### **A. Police:**

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

### **B. Fire:**

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection with automatic and mutual aid assistance from the Wilson County Emergency Management Agency.

### **C. Water:**

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

### **D. Sanitary Sewers:**

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

## **RESOLUTION - 2025**

### **E. Refuse Collection:**

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

### **F. Public Streets:**

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

### **G. Schools:**

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

### **H. Inspection Services:**

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

### **I. Planning:**

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: CG

## **RESOLUTION - 2025**

### **J. Street Lighting**

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

### **K. Recreation**

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

### **L. Electrical Service**

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

### **NOW THEREFORE BE IT RESOLVED:**

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

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

PASSED:

FIRST READING:

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James Maness, Mayor

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Kenny Martin, City Manager

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Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0972  
11.B.

**Agenda Date:** 3/10/2025

**Agenda #:**

---

**Title:**

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 3.53 ACRES, PROPERTY KNOWN AS THE CHRISMAN PROPERTY, LOCATED AT 9127 LEBANON ROAD, MAP 054, PARCELS 063.00, 064.00, 065.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.**

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

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 3.53 ACRES, PROPERTY KNOWN AS THE CHRISMAN PROPERTY, LOCATED AT 9127 LEBANON ROAD, MAP 054, PARCELS 063.00, 064.00, 065.00 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 December 19, 2024, and forwarded a positive recommendation (Vote 8-0-0) for approval to the Board of Commissioners; and

**WHEREAS**, a public hearing before the City Commission of the City of Mt. Juliet was held on March 10, 2025 and notice thereof published in the Chronicle of Mt. Juliet on February 12, 2025; and

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 3.53 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 \_\_\_\_\_, 2025 as follows:**

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

**SECTION 2.** – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (8-0-0) in a regular meeting to be held on December 19, 2024.

**SECTION 3.** – PUBLIC HEARING – The annexation was the subject of a public hearing held on March 10, 2025 at 6:15 p.m.

**BE IT FURTHER ORDAINED**

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

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

PASSED:

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James Maness, Mayor

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

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

ATTEST:

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Sheila S. Luckett, MMC  
City Recorder

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Kenny Martin, City Manager

APPROVED AS TO FORM:

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Samantha A. Burnett  
City Attorney



## M E M O R A N D U M

**Date:** December 19, 2024

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

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

**Re:** Chrisman Properties  
Land Use Amendment, Annexation, Rezone  
Map - 054  
Parcel(s) – 63.00, 64.00, 65.00

**Request:** Submitted by Norman Chrisman, applicant and owner, this request is for an annexation, rezone and land use amendment of the property shown as Map 054, Parcels 063.00, 064.00, 065.00 and located at 9127 Lebanon Road.

**Description:** The subject property is approximately 3.53 acres, with parcels 064.00 and 065.00 to the North side of Lebanon Road, with the third parcel abutting and located just North and along Karen Drive. The property is located within the City’s urban growth boundary and is adjacent to West Elementary school, to the immediate West. The property has approximately 304 feet of road frontage. Should this property be annexed, it will become part of District 1. The property is currently in Wilson County’s jurisdiction and is zoned A-1. The requested zoning is CTC Commercial Town Center. The future land use shows the parcels 064.00 and 065.00 that front Lebanon Road as Neighborhood Commercial and for parcel 063.00 on Karen Drive as Low Density residential.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
9127 Lebanon Rd (Parcels 064.00 & 065.00)	Neighborhood Commercial	Neighborhood Commercial (No Land use required)	Wilson Co. A-1	CTC, Commercial Town Center

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Karen Drive (Parcels 063.00)	Low Density Residential	Neighborhood Commercial (Land use required)	Wilson Co. A-1	CTC, Commercial Town Center

**Future Land Use Plan:** The City's Future Land use map identifies parcels 064.00 and 065.00, fronting Lebanon Road as Neighborhood Commercial, with the requested use as Neighborhood Commercial, and no land use is required for these two parcels.

Parcel 063.00, fronting Karen Drive is identified on the future land use at Low Density residential, and the request is for Neighborhood Commercial, therefore a land use map amendment will be required for this parcel only.

The applicant has stated they are currently in the process of getting the property surveyed with the intent to combine all three parcels with subsequent land use and zoning as previously requested.

**Zoning:** Current zoning is Wilson County A-1. The applicant is seeking CTC, Commercial Town Center zoning, which is consistent with the surrounding zoning and the City's future land use plan.

**Annexation:** The property is located within the City's urban growth boundary.

**Plan of Services:** A plan of services is included.

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

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

**Summary:** There is no proposed use at this time, although the applicant has stated that the three parcels are currently being surveyed with the intention of filing for a final plat to combine all three parcels. The applicant has stated he would like to market the property as commercial, therefore the need for the land use and zoning request.

There is currently a strip of land located to the North that separates parcel 063.00 from parcels 064.00 and 065.00 that front Lebanon Rd. The applicant has provided a letter from the Wilson County Road Commission, dated Nov. 9, 2024, stating they do not own any interest in this strip of land. It is the intent of the applicant to absorb this section of land into the combined three parcels, upon replatting.

**Recommendation:** Staff recommends the Planning Commission make a positive recommendation to the Board of Commissioners for the Land Use, Annexation and Rezone of 9127 Lebanon Rd, also shown as Map 054, parcels 063.00, 064.00 and 065.00.



Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with the CTC zoning district.

Public Works:

1. No Comments

Wilson County Schools:

1. No Comments

West Wilson Utility District:

1. No Comments

# Exhibit A

Land in the 2<sup>nd</sup> Civil District of Wilson County, Tennessee, being Lots No. 3, 4 and 5 on the Plan of Verona Hills, as of record in Plat Book 7, Page 21, Register's Office for Wilson County, Tennessee.

Being the same property conveyed to Gaylon G. Faulkner by deed from Brent Kerney and Matthew Sharber and Emory Mays, as joint tenants with right of survivorship, dated May 13, 2010, of record in Book 1397, Page 1564, Register's Office of Wilson County, Tennessee.

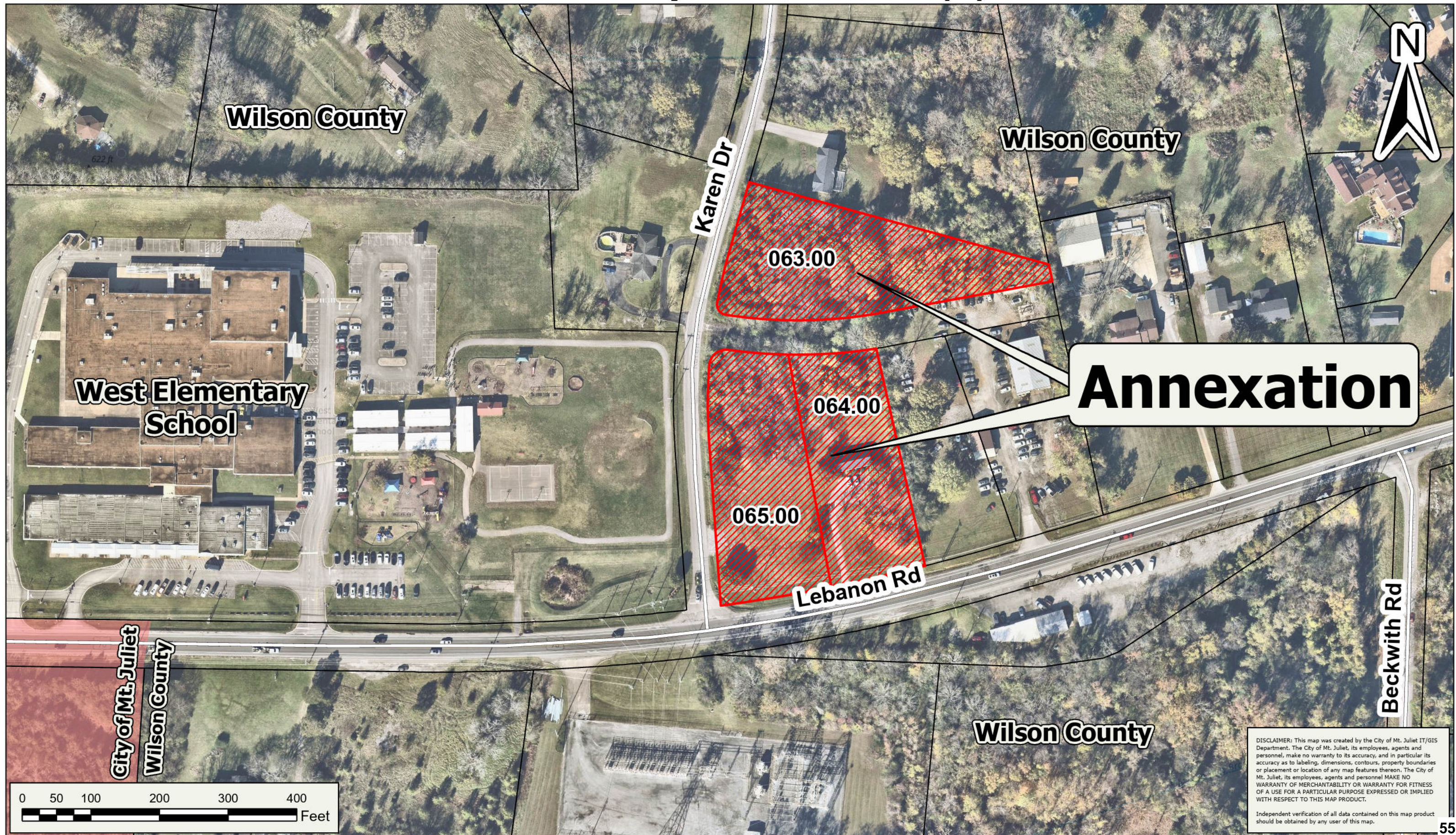
This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including any and all easements, covenants conditions and all matters and notes as shown on the plan of record in Plat Book 7, Page 21, Register's Office for Wilson County, Tennessee.





# Exhibit B- Annexation

## Chrisman Properties Map 054, Parcel(s) 063.00, 064.00, 065.00







# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1047  
11.C.

**Agenda Date:** 3/10/2025

**Agenda #:**

---

**Title:**

A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_\_ RELATIVE TO THE ANNEXATION OF THE CHRISMAN PROPERTIES, LOCATED AT 9127 LEBANON ROAD, MAP 054, PARCELS 063.00, 064.00, 065.00

## **RESOLUTION -2025**

### **A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_\_ RELATIVE TO THE ANNEXATION OF THE CHRISMAN PROPERTIES, LOCATED AT 9127 LEBANON ROAD, MAP 054, PARCELS 063.00, 064.00, 065.00**

**WHEREAS**, on February 10, 2025, pursuant to Ordinance \_\_\_\_, the City of Mt. Juliet Board of Commissioners annexed the subject property into the corporate boundaries of the City of Mt. Juliet; and

**WHEREAS**, T.C.A. § 6-51-104 requires a resolution for the annexation proposed by a property owner; and

**WHEREAS**, this Resolution shall mirror the intent and effect of Ordinance \_\_\_\_ relative to the annexation of the subject property.

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

**Section 1.** The City of Mt. Juliet Board of Commissioners hereby resolves to pass Ordinance \_\_\_\_ relative to the annexation of the Chrisman Properties, located at 9127 Lebanon Road, map 054, parcels 063.00, 064.00, 065.00.

**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 immediately upon its adoption, the public welfare requiring it.

**PASSED:**

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James Maness, Mayor

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Kenneth D. Martin, City Manager

ATTEST:

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Sheila Luckett, MMC  
City Recorder

APPROVED AS TO FORM:

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Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0971  
11.D.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

**AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS THE CHRISMAN PROPERTY, LOCATED AT 0 KAREN DRIVE, MAP 054, PARCEL 063.00 FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL**

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

**AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS THE CHRISMAN PROPERTY, LOCATED AT 0 KAREN DRIVE, MAP 054, PARCEL 063.00 FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL**

**WHEREAS**, a public hearing before the City Commission of the City of Mt. Juliet was held on January 13, 2025 and March 10, 2025 and notice thereof published in the Chronicle of Mt. Juliet on October 30, 2024 and February 12, 2025; and

**WHEREAS**, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of December 19, 2024, and forwarded a positive recommendation (8-0-0) to the Board of Commissioners; and

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

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

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

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

**SECTION 2.** – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation (8-0-0) in a regular meeting held on December 19, 2024.

**SECTION 3.** – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on January 13, 2025 and March 10, 2025 at 6:15 p.m.

**BE IT FURTHER ORDAINED**

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



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

PASSED:

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

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

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

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett  
City Attorney



## M E M O R A N D U M

**Date:** December 19, 2024

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

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

**Re:** Chrisman Properties  
Land Use Amendment, Annexation, Rezone  
Map - 054  
Parcel(s) – 63.00, 64.00, 65.00

**Request:** Submitted by Norman Chrisman, applicant and owner, this request is for an annexation, rezone and land use amendment of the property shown as Map 054, Parcels 063.00, 064.00, 065.00 and located at 9127 Lebanon Road.

**Description:** The subject property is approximately 3.53 acres, with parcels 064.00 and 065.00 to the North side of Lebanon Road, with the third parcel abutting and located just North and along Karen Drive. The property is located within the City’s urban growth boundary and is adjacent to West Elementary school, to the immediate West. The property has approximately 304 feet of road frontage. Should this property be annexed, it will become part of District 1. The property is currently in Wilson County’s jurisdiction and is zoned A-1. The requested zoning is CTC Commercial Town Center. The future land use shows the parcels 064.00 and 065.00 that front Lebanon Road as Neighborhood Commercial and for parcel 063.00 on Karen Drive as Low Density residential.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
9127 Lebanon Rd (Parcels 064.00 & 065.00)	Neighborhood Commercial	Neighborhood Commercial (No Land use required)	Wilson Co. A-1	CTC, Commercial Town Center

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Karen Drive (Parcels 063.00)	Low Density Residential	Neighborhood Commercial (Land use required)	Wilson Co. A-1	CTC, Commercial Town Center

**Future Land Use Plan:** The City's Future Land use map identifies parcels 064.00 and 065.00, fronting Lebanon Road as Neighborhood Commercial, with the requested use as Neighborhood Commercial, and no land use is required for these two parcels.

Parcel 063.00, fronting Karen Drive is identified on the future land use at Low Density residential, and the request is for Neighborhood Commercial, therefore a land use map amendment will be required for this parcel only.

The applicant has stated they are currently in the process of getting the property surveyed with the intent to combine all three parcels with subsequent land use and zoning as previously requested.

**Zoning:** Current zoning is Wilson County A-1. The applicant is seeking CTC, Commercial Town Center zoning, which is consistent with the surrounding zoning and the City's future land use plan.

**Annexation:** The property is located within the City's urban growth boundary.

**Plan of Services:** A plan of services is included.

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

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

**Summary:** There is no proposed use at this time, although the applicant has stated that the three parcels are currently being surveyed with the intention of filing for a final plat to combine all three parcels. The applicant has stated he would like to market the property as commercial, therefore the need for the land use and zoning request.

There is currently a strip of land located to the North that separates parcel 063.00 from parcels 064.00 and 065.00 that front Lebanon Rd. The applicant has provided a letter from the Wilson County Road Commission, dated Nov. 9, 2024, stating they do not own any interest in this strip of land. It is the intent of the applicant to absorb this section of land into the combined three parcels, upon replatting.

**Recommendation:** Staff recommends the Planning Commission make a positive recommendation to the Board of Commissioners for the Land Use, Annexation and Rezone of 9127 Lebanon Rd, also shown as Map 054, parcels 063.00, 064.00 and 065.00.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with the CTC zoning district.

Public Works:

1. No Comments

Wilson County Schools:

1. No Comments

West Wilson Utility District:

1. No Comments

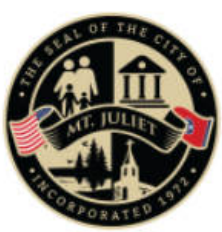
# Exhibit A

Land in the 2<sup>nd</sup> Civil District of Wilson County, Tennessee, being Lots No. 3, 4 and 5 on the Plan of Verona Hills, as of record in Plat Book 7, Page 21, Register's Office for Wilson County, Tennessee.

Being the same property conveyed to Gaylon G. Faulkner by deed from Brent Kerney and Matthew Sharber and Emory Mays, as joint tenants with right of survivorship, dated May 13, 2010, of record in Book 1397, Page 1564, Register's Office of Wilson County, Tennessee.

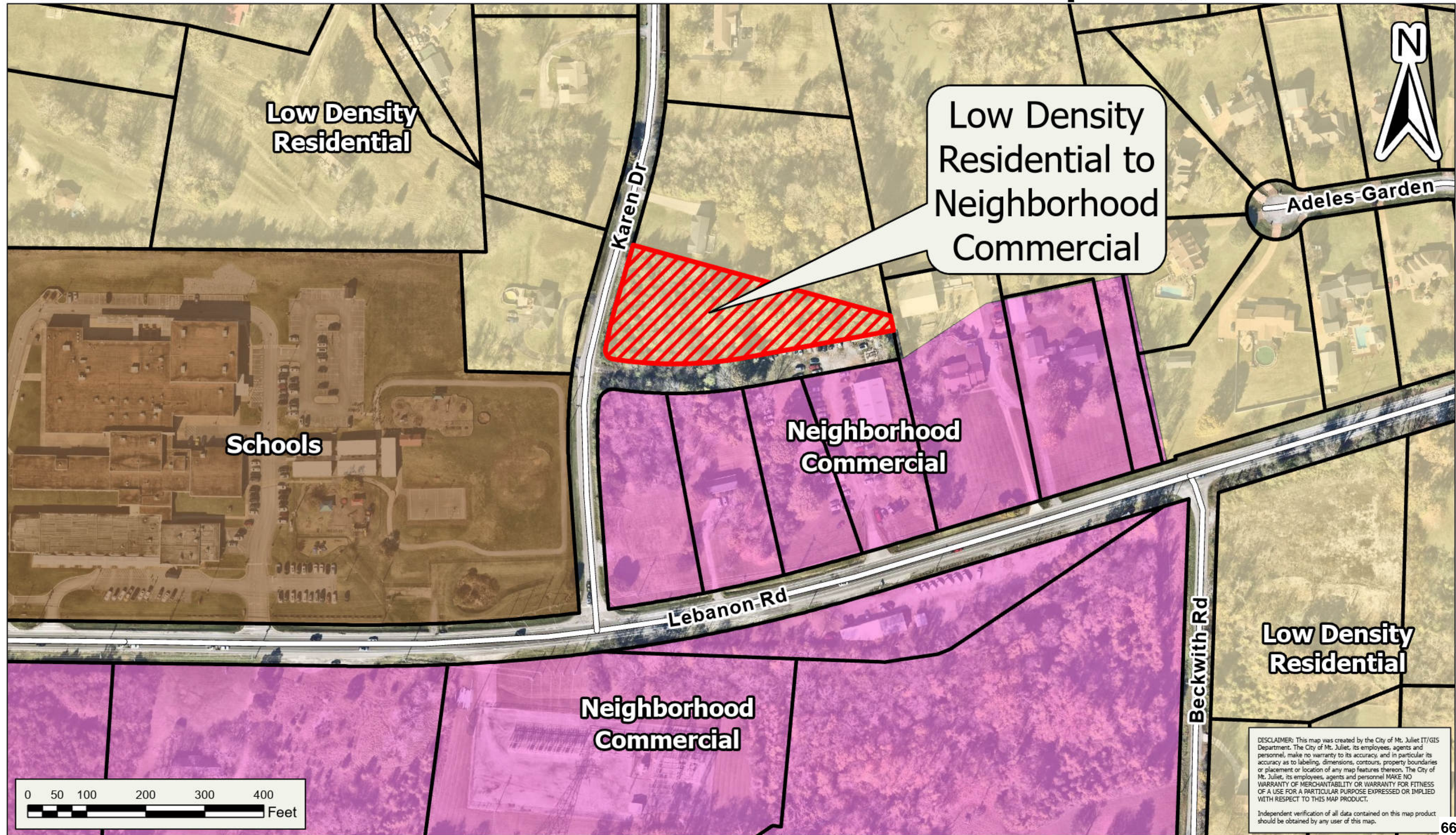
This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including any and all easements, covenants conditions and all matters and notes as shown on the plan of record in Plat Book 7, Page 21, Register's Office for Wilson County, Tennessee.





# Exhibit B- LUA

## Chrisman Property- Karen Dr Map 054, Parcel 63.00







# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0973  
11.E.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

**AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS THE CHRISMAN PROPERTIES, LOCATED 9127 LEBANON ROAD, APPROXIMATELY 3.53 ACRES, MAP 054, PARCELS 063.00, 064.00, 065.00 FROM RS-40 TO CNS.**

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

**AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS THE CHRISMAN PROPERTIES, LOCATED 9127 LEBANON ROAD, APPROXIMATELY 3.53 ACRES, MAP 054, PARCELS 063.00, 064.00, 065.00 FROM RS-40 TO CNS.**

**WHEREAS**, a public hearing before the City Commission of the City of Mt. Juliet was held on March 10, 2025 and notice thereof published in the Chronicle of Mt. Juliet on February 12, 2025; and

**WHEREAS**, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on December 19, 2024, and forwarded a positive recommendation (vote count 8-0-0) for approval to the Board of Commissioners; and

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to rezone the property from RS-40 to CNS; and

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON \_\_\_\_\_, 2025 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 9127 Lebanon Road, Map 054, Parcel 063.00, 064.00, 065.00 from RS-40 to CNS.

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

**SECTION 2.** – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on March 10, 2025 at 6:15 p.m.

**BE IT FURTHER ORDAINED**

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

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

PASSED:

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



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

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

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett  
City Attorney



## MEMORANDUM

**Date:** December 19, 2024

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

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

**Re:** Chrisman Properties  
Land Use Amendment, Annexation, Rezone  
Map - 054  
Parcel(s) – 63.00, 64.00, 65.00

**Request:** Submitted by Norman Chrisman, applicant and owner, this request is for an annexation, rezone and land use amendment of the property shown as Map 054, Parcels 063.00, 064.00, 065.00 and located at 9127 Lebanon Road.

**Description:** The subject property is approximately 3.53 acres, with parcels 064.00 and 065.00 to the North side of Lebanon Road, with the third parcel abutting and located just North and along Karen Drive. The property is located within the City's urban growth boundary and is adjacent to West Elementary school, to the immediate West. The property has approximately 304 feet of road frontage. Should this property be annexed, it will become part of District 1. The property is currently in Wilson County's jurisdiction and is zoned A-1. The requested zoning is CTC Commercial Town Center. The future land use shows the parcels 064.00 and 065.00 that front Lebanon Road as Neighborhood Commercial and for parcel 063.00 on Karen Drive as Low Density residential.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
9127 Lebanon Rd (Parcels 064.00 & 065.00)	Neighborhood Commercial	Neighborhood Commercial (No Land use required)	Wilson Co. A-1	CTC, Commercial Town Center

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Karen Drive (Parcels 063.00)	Low Density Residential	Neighborhood Commercial (Land use required)	Wilson Co. A-1	CTC, Commercial Town Center

**Future Land Use Plan:** The City's Future Land use map identifies parcels 064.00 and 065.00, fronting Lebanon Road as Neighborhood Commercial, with the requested use as Neighborhood Commercial, and no land use is required for these two parcels.

Parcel 063.00, fronting Karen Drive is identified on the future land use at Low Density residential, and the request is for Neighborhood Commercial, therefore a land use map amendment will be required for this parcel only.

The applicant has stated they are currently in the process of getting the property surveyed with the intent to combine all three parcels with subsequent land use and zoning as previously requested.

**Zoning:** Current zoning is Wilson County A-1. The applicant is seeking CTC, Commercial Town Center zoning, which is consistent with the surrounding zoning and the City's future land use plan.

**Annexation:** The property is located within the City's urban growth boundary.

**Plan of Services:** A plan of services is included.

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

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

**Summary:** There is no proposed use at this time, although the applicant has stated that the three parcels are currently being surveyed with the intention of filing for a final plat to combine all three parcels. The applicant has stated he would like to market the property as commercial, therefore the need for the land use and zoning request.

There is currently a strip of land located to the North that separates parcel 063.00 from parcels 064.00 and 065.00 that front Lebanon Rd. The applicant has provided a letter from the Wilson County Road Commission, dated Nov. 9, 2024, stating they do not own any interest in this strip of land. It is the intent of the applicant to absorb this section of land into the combined three parcels, upon replatting.

**Recommendation:** Staff recommends the Planning Commission make a positive recommendation to the Board of Commissioners for the Land Use, Annexation and Rezone of 9127 Lebanon Rd, also shown as Map 054, parcels 063.00, 064.00 and 065.00.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with the CTC zoning district.

Public Works:

1. No Comments

Wilson County Schools:

1. No Comments

West Wilson Utility District:

1. No Comments

# Exhibit A

Land in the 2<sup>nd</sup> Civil District of Wilson County, Tennessee, being Lots No. 3, 4 and 5 on the Plan of Verona Hills, as of record in Plat Book 7, Page 21, Register's Office for Wilson County, Tennessee.

Being the same property conveyed to Gaylon G. Faulkner by deed from Brent Kerney and Matthew Sharber and Emory Mays, as joint tenants with right of survivorship, dated May 13, 2010, of record in Book 1397, Page 1564, Register's Office of Wilson County, Tennessee.

This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including any and all easements, covenants conditions and all matters and notes as shown on the plan of record in Plat Book 7, Page 21, Register's Office for Wilson County, Tennessee.





# Exhibit B- Rezone

## Chrisman Properties Map 054, Parcels 63.00, 64.00, & 65.00







# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0763  
12.A.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

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

## **ORDINANCE NO.**

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

**WHEREAS**, a public hearing before the City Commission of the City of Mt. Juliet was held on February 24, 2025 and notice thereof published in the Chronicle of Mt. Juliet on January 22, 2025; and

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

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

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

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

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

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

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

### **BE IT FURTHER ORDAINED**

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



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

PASSED:

---

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

---

Kenny Martin, City Manager

APPROVED AS TO FORM:

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Samantha A. Burnett  
City Attorney



## MEMORANDUM

**Date:** July 18, 2024

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

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

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

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

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

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

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

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

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

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

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

Plan of Service: A plan of services is included.

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

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

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

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

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

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

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

Waivers & Variances:

The following are requested-

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

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

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

Planning Department:

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

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

Engineering Department:

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

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

Wilson County Schools:

1. No Comments Provided

West Wilson Utility District:

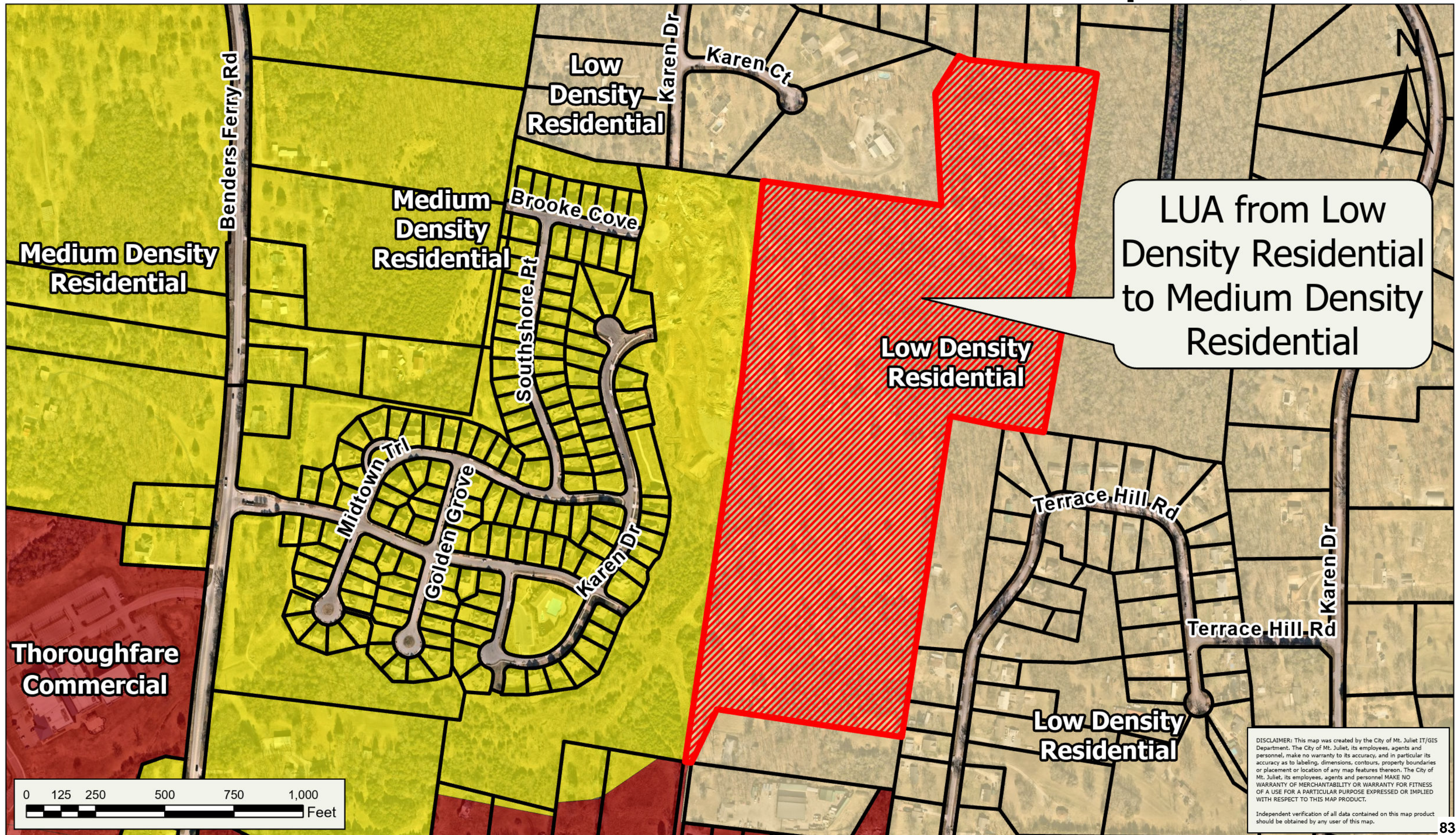
1. Water lines shown are not WWUD’s design.





# Exhibit A- LUA

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





# Cost of Publication



104.90

## NOTICE OF PUBLIC HEARING

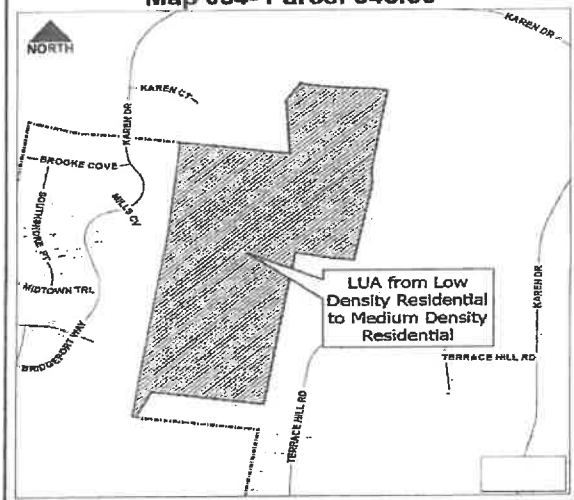
The Mt. Juliet Board of Commissioners will hold a Public Hearing on February 24, 2025, at 6:15 PM, and First Reading at 6:30 PM at City Hall, 2425 N. Mt. Juliet Road, to consider the following:

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

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

The public is invited to attend/comment.

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



## STATE OF TENNESSEE County of Wilson

Personally appeared before me,

Shelley K. Satterfield

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

01-22-2025

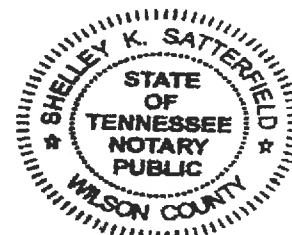
Dave Gould

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

01-22-2025

Shelley K. Satterfield

OCTOBER 28 2028





# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1001  
13.A.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.5 ACRES OF PROPERTY LOCATED AT 9385 LEBANON ROAD, MAP 054D, GROUP B, PARCEL 001.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

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

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.5 ACRES OF PROPERTY LOCATED AT 9385 LEBANON ROAD, MAP 054D, GROUP B, PARCEL 001.00 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 February 20, 2025, and forwarded a positive recommendation (Vote 6-0-3) 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 0.5 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 the corporate boundaries of the City of Mt. Juliet.

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

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

**SECTION 2.** – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (6-0-3) in a regular meeting to be held on February 20, 2025.

**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:

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James Maness, Mayor

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

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

ATTEST:

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Sheila S. Luckett, MMC  
City Recorder

---

Kenny Martin, City Manager

APPROVED AS TO FORM:

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Samantha A. Burnett  
City Attorney



## MEMORANDUM

**Date:** February 20, 2025

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

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

**Re:** Hayes Property 9385 Lebanon Road  
Annexation  
Map – 054D, Group B  
Parcel(s) – 001.00

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**Request:** Submitted by the Hayes', the applicant requests annexation of property at 9385 Lebanon Road, potentially located in District 1.

**Description:** The subject property is approximately one-half acre on the north side of Lebanon Road, immediately west of West Elementary School. There is a single-family home on the site, served by on-site septic, located in the front yard. TDOT is relocating utilities in this area and enough of the applicant's front yard will be taken for easements that the septic system will be destroyed. This annexation will allow the applicant to connect to City sewer.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
9385 Lebanon Road	Neighborhood Commercial	N/A	Wilson Co. A-1	RS-40 Default

**Future Land Use Plan:** The City's future land use map identifies parcel as neighborhood commercial. A change of land use is not requested or required for RS-40 zoning.

**Zoning:** Current zoning is Wilson County A-1. The applicant has not asked for a rezone, just the annexation. The zoning will default to RS-40, low density residential.

**Annexation:** The property is located within the City's urban growth boundary. Existing City limits exist south across Lebanon Pike and west across Terrace Hill Road.

**Plan of Services:** A plan of services is included.

**Summary:** There is an existing single-family home on this lot. New development is not proposed at this time, the applicant seeks annexation for sewer connectivity as TDOT will be taking property from the subject site for improvements, resulting in the destruction of the septic system currently serving the home. Zoning will default to RS-40.



**Recommendation:** Staff recommends the Planning Commission forward a positive recommendation for the annexation and plan of services to the Board of Commissioners for the property found at 9385 Lebanon Pike, subject to the following conditions:

**Planning and Zoning:**

1. Zoning will default to low density residential, RS-40, should the annexation be approved.

**Public Works:**

1. No Comments

**Wilson County Schools:**

1. No Comments Received

**West Wilson Utility District:**

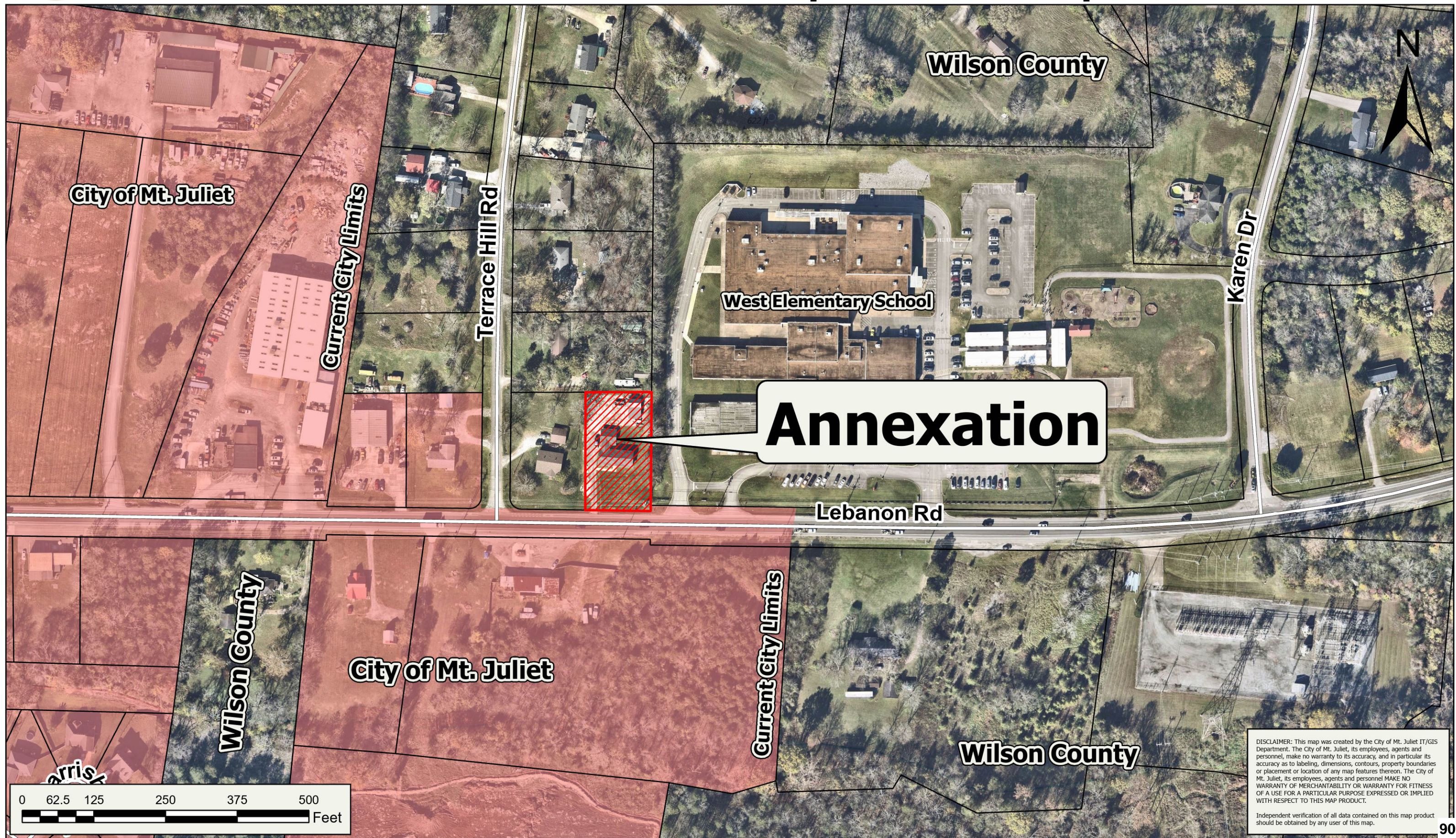
1. No Comments Received





# Exhibit A- Annexation

9385 Lebanon Rd  
Map 054D, Group B, Parcel 001.00





## RESOLUTION - 2025

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE **HAYES PROPERTY, LOCATED AT 9385 LEBANON ROAD** MAP 054D GROUP B PARCEL 001.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

**WHEREAS**, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

**WHERAS**, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property known as Hayes Property located at 9385 Lebanon Road, In Wilson County, Tennessee, as described herein;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 9385 LEBANON ROAD, IN WILSON COUNTY, TENNESSEE IS ADOPTED.**

### **A. Police:**

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

### **B. Fire:**

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection with automatic and mutual aid assistance from the Wilson County Emergency Management Agency.

### **C. Water:**

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

### **D. Sanitary Sewers:**

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

## **RESOLUTION - 2025**

### **E. Refuse Collection:**

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

### **F. Public Streets:**

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

### **G. Schools:**

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

### **H. Inspection Services:**

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

### **I. Planning:**

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: RS-40.

## **RESOLUTION - 2025**

### **J. Street Lighting**

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

### **K. Recreation**

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

### **L. Electrical Service**

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

### **NOW THEREFORE BE IT RESOLVED:**

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

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

PASSED:

FIRST READING:

---

James Maness, Mayor

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Kenny Martin, City Manager

---

Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1062  
13.B.

**Agenda Date:** 3/10/2025

**Agenda #:**

---

**Title:**

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 6.6 ACRES, PROPERTY LOCATED AT 340 JOHN WRIGHT ROAD, MAP 076, PARCEL 054.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY



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

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 6.6 ACRES, PROPERTY LOCATED AT 340 JOHN WRIGHT ROAD, MAP 076, PARCEL 054.00 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 February 20, 2025, and forwarded a positive recommendation (Vote 6-0-3) 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 6.6 acre, 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 the corporate boundaries of the City of Mt. Juliet.

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

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

**SECTION 2.** – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (6-0-3) in a regular meeting to be held on February 20, 2025.

**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:

---

Samantha A. Burnett  
City Attorney



## MEMORANDUM

**Date:** February 20, 2025

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

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

**Re:** 340 John Wright Rd.  
Annexation  
Map - 076  
Parcel(s) – 54.00

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**Request:** Submitted by the property owner Mr. Nava, the applicant is requesting annexation of property at 340 John Wright Road, potentially located in District 3.

**Description:** The subject property is on the east side of John Wright Road, north of Central Pike, and abuts Shiloh Baptist Church property (to the East on Pleasant Grove Road). The applicant is seeking annexation in order to connect to the City's sewer.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
340 John Wright 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 parcel as medium density residential. A change is not requested or required for RS-40 zoning.

**Zoning:** Current zoning is Wilson County R-1. The applicant has not asked for a rezone, just the annexation. The zoning will default to RS-40, low density residential.

**Annexation:** The property is located within the City's urban growth boundary and contiguous with current City limits. There are several parcels to the southeast and southwest along John Wright Road that are currently within the City limits that have annexed in recent years.

**Plan of Services:** A plan of services is included.

**Summary:** There is an existing single-family residence on this lot. New development is not proposed currently. The applicant has acknowledged that they are requesting annexation for sewer connectivity, City lines are in the vicinity. If the annexation is approved, the zoning will default to RS-40, low density residential.

**Recommendation:** Staff recommends the Planning Commission forward a positive recommendation for the annexation and plan of services to the Board of Commissioners for the property found at 340 John Wright Road, subject to the following conditions.

**Planning and Zoning:**

1. Property will default to RS-40, low density residential.

**Public Works:**

1. No Comments

**Wilson County Schools:**

1. No Comments Received

**West Wilson Utility District:**

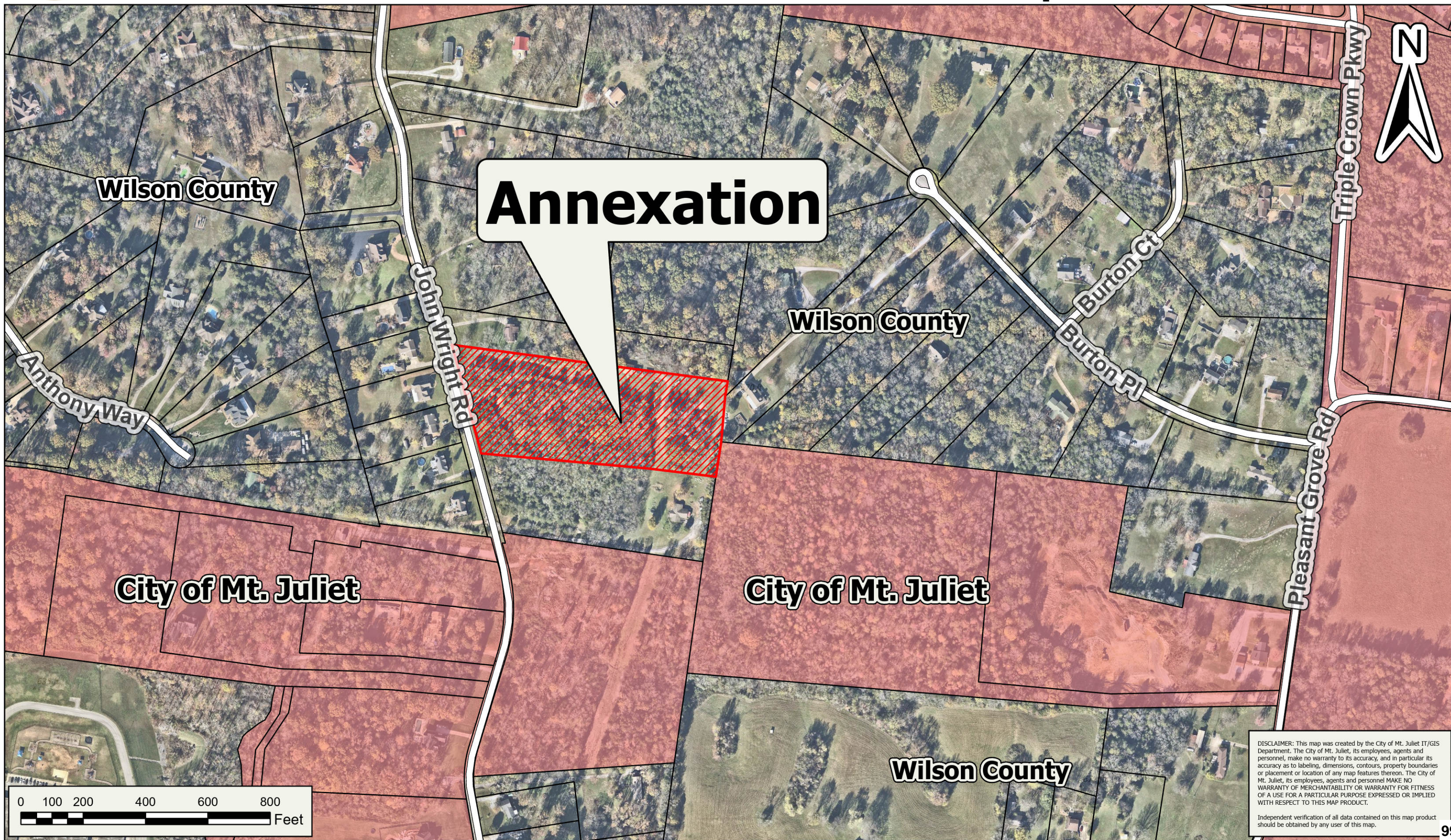
1. No Comments Received





# Exhibit A- Annexation

340 John Wright Rd.  
Map 076, Parcel 054.00





## RESOLUTION - 2025

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE AGUILAR NAVA PROPERTY, **LOCATED AT 340 JOHN WRIGHT ROAD** MAP 076 PARCEL 054.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

**WHEREAS**, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

**WHERAS**, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property known as Aguilar Nava Property located at 340 John Wright Road, In Wilson County, Tennessee, as described herein;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 340 JOHN WRIGHT ROAD, IN WILSON COUNTY, TENNESSEE IS ADOPTED.**

### **A. Police:**

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

### **B. Fire:**

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection with automatic and mutual aid assistance from the Wilson County Emergency Management Agency.

### **C. Water:**

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

### **D. Sanitary Sewers:**

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

## **RESOLUTION - 2025**

### **E. Refuse Collection:**

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

### **F. Public Streets:**

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

### **G. Schools:**

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

### **H. Inspection Services:**

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

### **I. Planning:**

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: RS-40.

## **RESOLUTION - 2025**

### **J. Street Lighting**

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

### **K. Recreation**

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

### **L. Electrical Service**

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

### **NOW THEREFORE BE IT RESOLVED:**

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

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

PASSED:

FIRST READING:

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James Maness, Mayor

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Kenny Martin, City Manager

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Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1070  
13.C.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**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 5-104.4, DEVELOPMENT STANDARDS FOR SINGLE FAMILY RESIDENTIAL, TO INCLUDE A REQUIREMENT FOR PLAYGROUND FACILITIES IN SINGLE FAMILY RESIDENTIAL SUBDIVISIONS.

**ORDINANCE - \_\_\_\_\_**

**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  
5-104.4, DEVELOPMENT STANDARDS FOR SINGLE FAMILY  
RESIDENTIAL, TO INCLUDE A REQUIREMENT FOR PLAYGROUND  
FACILITIES IN SINGLE FAMILY RESIDENTIAL SUBDIVISIONS.**

**WHEREAS**, the City of Mt. Juliet desires to include a requirement for playground equipment for residential development in single family zoning districts and;

**WHEREAS**, the City's Zoning Ordinance does not currently include regulations that require playground equipment for single family zoned districts and;

**WHEREAS**, the Planning Commission considered this request during their meeting of February 20, 2025 and recommended \_\_\_positively\_\_\_\_\_, to the Board of Commissioners with a vote of \_\_\_6-0-0\_\_\_\_\_ and;

**WHEREAS**, the Board of Commissioners desires to amend Section 5-104.4, Development Standards for Single Family Residential to include a requirement for playground facilities in single family zoned districts.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee, while in regular session on \_\_\_\_\_, 2025, that Section 5-104.4, Development Standards for Single Family Residential, of the Unified Development Code of the City of Mount Juliet, Tennessee, known as the zoning regulations (ordinance 2001-29), adopted October 8, 2001, as amended, be amended to include a requirement for playground facilities in single family zoned districts as shown in exhibit A below.

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

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

**EXHIBIT A**

*5-104.4 Development standards for single-family residential.*

1. The front façade and any other façade shall contain 100 percent brick and/or stone. All percentages are calculated based on the wall surface area and do not include areas used for windows, doors, and fascias. In enforcing this requirement, the Regional Planning



Commission may permit any other construction materials allowed under state law. In determining whether to allow such materials, the City may consider whether the material is proposed as an accent, as a portion of a corporate motif, as well as whether the design is in line with general aesthetic goals of the City of Mt. Juliet as set forth herein, and any other factors deemed relevant by the applicant.

2. Trim, eaves, and soffits may incorporate the use of vinyl, aluminum and other materials approved by the International Residential Code as adopted.
3. Approved roof materials include: concrete or terra cotta tile, asphalt shingles, and standing seam metal roofing. Shingles shall be fungus resistant.
4. No tract home or custom home may be built adjacent to or across from a home with the identical elevation. Dwellings constructed next to or across from another dwelling shall include a variety of architectural elements that can include the following: differences in roof lines, the shape, design and size of windows and doors (including garage doors), shutters, materials, colors, and porches. Tract home builders/developments shall provide a minimum of four floor plans with a minimum of three elevations each.
5. A minimum of 22 feet of driveway depth shall be provided between a garage door and a sidewalk or public path.
6. No wall or window mounted air conditioning or heating units may be installed or placed in a front or street facing façade (excluding alleys). Such units may be located in a side or rear façade not adjacent to a street.
7. Covered front porches are recommended for dwellings, and where provided, a minimum depth of six feet and area of 120 [square feet] is recommended.
8. Rear porches or patios are recommended for dwellings, and where provided, a minimum of 200 square feet is recommended. These areas, whether proposed to be covered or not, shall be planned so as to comply with rear setback requirements.
9. Mechanical equipment shall not be roof-mounted, but may be on the ground, within attic space or other location screened from public view.
10. All homes shall contain a minimum of a two-car garage. Side, rear or alley-loaded garages are recommended.
  - a. *Arterials and Collectors*: When fronting an arterial or collector street, garages and driveways shall be restricted to alleys, side-streets, or other approved combined access drives. In no case shall a garage be street-facing other than to the side street.
  - b. *Access Streets*: When fronting an access street, garages and driveways shall be restricted to side-, rear-, or alley-loaded. In no case shall a garage be street-facing other than to the side-street.
  - c. *Access Lanes*: Street-facing garages will only be acceptable on access lanes if they incorporate the following features: Ten feet minimum set back from the front of the home including the front porch if applicable and two garage doors separated by a two-foot minimum brick or stone column.
11. Street-facing garages shall include a double-wide driveway (minimum 18 feet wide). Driveway approaches connecting to side loaded garages may be less than 18 feet wide if proper maneuvering space is provided. The interior width of a two-car garage shall contain a minimum clear space of 20 feet and contain a minimum of 440 square feet. No stairs, water heaters or other fixed items may encroach into this space.
12. Alley-loaded garages shall be located so that parked vehicles do not encroach into the alley. The garage shall be a minimum of 20 feet from the edge of the alley pavement, or

five feet from the edge of the alley pavement with a ten feet by 20 feet parking pad adjacent to the garage.

13. For narrow lot developments, which are defined as those subdivisions having an average lot width less than or equal to 60 feet, the following shall apply.
  - a. Rear loaded garages should be considered to avoid a "snout house" appearance.
  - b. Street facing garage façades (excluding the wall frame) shall not exceed 40 percent of the area of the front wall façade of the first floor.
  - c. The 40 percent requirement only applies to the doors of the garage and does not apply to the two feet column separating multiple garage doors as mentioned above in item 10.
14. A plan for the planting and/or the preservation of trees shall be required for all new subdivisions. Said plan shall accompany a request for preliminary plat approval and address the following items. The plan shall be approved by the Regional Planning Commission prior to, or with preliminary plat approval.
  - a. A minimum of one tree shall be planted or preserved per lot and may be planted or preserved in the front yard of each lot, within the private or public right-of-way as a street tree, or elsewhere as approved by the Regional Planning Commission.
  - b. The City of Mt. Juliet encourages the preservation of existing trees as a means of compliance with the requirements of paragraph "a" above.
  - c. The planting species and location for new vegetation shall be selected to avoid conflicts with vehicle and pedestrian movements. More than one species shall be used to avoid adverse impacts from disease or pests.
15. Except for temporary purposes, motor vehicles shall be parked on paved surfaces. No more than 50 percent of any front yard may be paved or used for motor vehicle parking except that courtyard style garages and associated driveways will not count toward this 50 percent.
16. Regarding foundations, the finished floor elevation at the front façade shall be located above grade in accordance with the following standards:
  - a. For setbacks of ten feet or more, the finished floor elevation of the front façade shall be a minimum of 18 inches above grade; and
  - b. For setbacks of less than ten feet, the finished floor elevation of the front façade shall be a minimum of 24 inches above grade.
  - c. Exposed foundation walls or piers shall be clad in face brick or stone. Exposed smooth-faced standard concrete block is prohibited.Nothing in this subsection shall prevent the use of slab foundations, provided:
  - d. The outer edge of the slab is clad in the materials required in this subsection;
  - e. It extends to the minimum height above grade, except that this provision may be waived for age restricted developments serving a senior adult population of age 55 and over.

17. Outdoor decorative trash receptacles. Outdoor trash receptacles shall be required for all amenity centers and/or club houses within single family residential developments, with the exception of those developments that have received approval prior to the enactment of this ordinance.

In addition, outdoor trash receptacles shall comply with the criteria listed, as follows:

- a. Locations.
  - i. A minimum of one decorative trash receptacle shall be located at each entrance and exit of all amenity centers and/or club houses, a minimum of

one within the location of a swimming pool (if proposed), and a minimum of one at all grilling/picnic locations.

- ii. The location of all trash receptacles shall not interfere with accessible paths of travel or accessible parking as required by the Americans with Disabilities Act of 1990, as amended or emergency exits.

b. Design.

All multi-family site plans shall show the proposed design, size, typical elevation and location for each decorative trash receptacle on the plan.

The design of the trash receptacle shall be made of black powdered coated steel, have a minimum capacity of a 36 (thirty-six) gallon container and shall be of a strap-type design. (A typical design is shown in illustration [5.2](#) below for example only).

18. Regarding certain streetscape elements, all traffic poles and traffic sign posts shall be black or dark green in color. All street signs shall be erected with a decorative sign post, a decorative base and a decorative finial that extends beyond the top of the standard sign. All traffic signs shall be of pedestrian-scale ornamental design. Exposed metal poles are strictly prohibited unless entirely enclosed with a brick or stone veneer.

19. Play lots and/or playgrounds shall be provided, in single family residential subdivisions, per the following, based on the number of homes in the subdivision and overall area of the subdivision:

- a. Up to 100 homes and/or up to 100 acres in subdivision area: 3,200sqft
- b. 101 to 200 homes and/or between 101 and 200 acres in subdivision area: 6,400sqft total over two locations (3,200sqft each)
- c. 201 to 400 homes and/or between 201 and 400 acres in subdivision area: 9,600sqft total over two locations (4,800sqft each)
- d. More than 400 homes and/or more than 400 acres in subdivision area: 12,800sqft total over three locations (4,267sqft each)

These areas shall be provided with playground equipment sufficient to meet the needs of children expected to reside within the complex. Individual pieces of playground equipment shall be specified on the final master development plan and/or preliminary plat. All recreational equipment provided shall be durable commercial grade equipment which shall meet all Consumer Product Safety Commission safety guidelines as well as the ASTM F1487-93, public use playground standard. The playground shall be served by paved, 5' wide minimum, pedestrian connections to the subdivision sidewalk and/or trail network. When the development is planned for occupancy only by ages 55+, these regulations do not apply.

PASSED:

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

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

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

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Sheila S. Lockett, MMC  
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

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Samantha A. Burnett  
City Attorney





## MEMORANDUM

**Date:** February 20, 2025

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

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

**Re:** Zoning Ordinance Amendment  
Section 5-104.4 Development Standards for Single  
Family Residential  
Playground Amenities

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**Overview:** This zoning ordinance will add the requirement for playground amenities in single family residential subdivisions. The additional text is highlighted yellow within the section below and adds to single family residential districts the requirement for subdivisions to include playground areas and playground equipment as part of the amenity package.

*5-104.4 Development standards for single-family residential.*

1. The front façade and any other façade shall contain 100 percent brick and/or stone. All percentages are calculated based on the wall surface area and do not include areas used for windows, doors, and fascias. In enforcing this requirement, the Regional Planning Commission may permit any other construction materials allowed under state law. In determining whether to allow such materials, the City may consider whether the material is proposed as an accent, as a portion of a corporate motif, as well as whether the design is in line with general aesthetic goals of the City of Mt. Juliet as set forth herein, and any other factors deemed relevant by the applicant.
2. Trim, eaves, and soffits may incorporate the use of vinyl, aluminum and other materials approved by the International Residential Code as adopted.
3. Approved roof materials include: concrete or terra cotta tile, asphalt shingles, and standing seam metal roofing. Shingles shall be fungus resistant.
4. No tract home or custom home may be built adjacent to or across from a home with the identical elevation. Dwellings constructed next to or across from another dwelling shall include a variety of architectural elements that can include the following: differences in roof lines, the shape, design and size of windows and doors (including garage doors), shutters, materials, colors, and porches. Tract home builders/developments shall provide a minimum of four floor plans with a minimum of three elevations each.
5. A minimum of 22 feet of driveway depth shall be provided between a garage door and a sidewalk or public path.
6. No wall or window mounted air conditioning or heating units may be installed or placed in a front or street facing façade (excluding alleys). Such units may be located in a side or rear façade not adjacent to a street.

7. Covered front porches are recommended for dwellings, and where provided, a minimum depth of six feet and area of 120 [square feet] is recommended.
8. Rear porches or patios are recommended for dwellings, and where provided, a minimum of 200 square feet is recommended. These areas, whether proposed to be covered or not, shall be planned so as to comply with rear setback requirements.
9. Mechanical equipment shall not be roof-mounted, but may be on the ground, within attic space or other location screened from public view.
10. All homes shall contain a minimum of a two-car garage. Side, rear or alley-loaded garages are recommended.
  - a. *Arterials and Collectors*: When fronting an arterial or collector street, garages and driveways shall be restricted to alleys, side-streets, or other approved combined access drives. In no case shall a garage be street-facing other than to the side street.
  - b. *Access Streets*: When fronting an access street, garages and driveways shall be restricted to side-, rear-, or alley-loaded. In no case shall a garage be street-facing other than to the side-street.
  - c. *Access Lanes*: Street-facing garages will only be acceptable on access lanes if they incorporate the following features: Ten feet minimum set back from the front of the home including the front porch if applicable and two garage doors separated by a two-foot minimum brick or stone column.
11. Street-facing garages shall include a double-wide driveway (minimum 18 feet wide). Driveway approaches connecting to side loaded garages may be less than 18 feet wide if proper maneuvering space is provided. The interior width of a two-car garage shall contain a minimum clear space of 20 feet and contain a minimum of 440 square feet. No stairs, water heaters or other fixed items may encroach into this space.
12. Alley-loaded garages shall be located so that parked vehicles do not encroach into the alley. The garage shall be a minimum of 20 feet from the edge of the alley pavement, or five feet from the edge of the alley pavement with a ten feet by 20 feet parking pad adjacent to the garage.
13. For narrow lot developments, which are defined as those subdivisions having an average lot width less than or equal to 60 feet, the following shall apply.
  - a. Rear loaded garages should be considered to avoid a "snout house" appearance.
  - b. Street facing garage façades (excluding the wall frame) shall not exceed 40 percent of the area of the front wall façade of the first floor.
  - c. The 40 percent requirement only applies to the doors of the garage and does not apply to the two feet column separating multiple garage doors as mentioned above in item 10.
14. A plan for the planting and/or the preservation of trees shall be required for all new subdivisions. Said plan shall accompany a request for preliminary plat approval and address the following items. The plan shall be approved by the Regional Planning Commission prior to, or with preliminary plat approval.
  - a. A minimum of one tree shall be planted or preserved per lot and may be planted or preserved in the front yard of each lot, within the private or public right-of-way as a street tree, or elsewhere as approved by the Regional Planning Commission.
  - b. The City of Mt. Juliet encourages the preservation of existing trees as a means of compliance with the requirements of paragraph "a" above.
  - c. The planting species and location for new vegetation shall be selected to avoid conflicts with vehicle and pedestrian movements. More than one species shall be used to avoid adverse impacts from disease or pests.

15. Except for temporary purposes, motor vehicles shall be parked on paved surfaces. No more than 50 percent of any front yard may be paved or used for motor vehicle parking except that courtyard style garages and associated driveways will not count toward this 50 percent.
16. Regarding foundations, the finished floor elevation at the front façade shall be located above grade in accordance with the following standards:

- a. For setbacks of ten feet or more, the finished floor elevation of the front façade shall be a minimum of 18 inches above grade; and
- b. For setbacks of less than ten feet, the finished floor elevation of the front façade shall be a minimum of 24 inches above grade.
- c. Exposed foundation walls or piers shall be clad in face brick or stone. Exposed smooth-faced standard concrete block is prohibited.

Nothing in this subsection shall prevent the use of slab foundations, provided:

- d. The outer edge of the slab is clad in the materials required in this subsection;
- e. It extends to the minimum height above grade, except that this provision may be waived for age restricted developments serving a senior adult population of age 55 and over.

17. Outdoor decorative trash receptacles. Outdoor trash receptacles shall be required for all amenity centers and/or club houses within single family residential developments, with the exception of those developments that have received approval prior to the enactment of this ordinance.

In addition, outdoor trash receptacles shall comply with the criteria listed, as follows:

- a. Locations.
  - i. A minimum of one decorative trash receptacle shall be located at each entrance and exit of all amenity centers and/or club houses, a minimum of one within the location of a swimming pool (if proposed), and a minimum of one at all grilling/picnic locations.
  - ii. The location of all trash receptacles shall not interfere with accessible paths of travel or accessible parking as required by the Americans with Disabilities Act of 1990, as amended or emergency exits.
- b. Design.

All multi-family site plans shall show the proposed design, size, typical elevation and location for each decorative trash receptacle on the plan.

The design of the trash receptacle shall be made of black powdered coated steel, have a minimum capacity of a 36 (thirty-six) gallon container and shall be of a strap-type design. (A typical design is shown in illustration [5.2](#) below for example only).

18. Regarding certain streetscape elements, all traffic poles and traffic sign posts shall be black or dark green in color. All street signs shall be erected with a decorative sign post, a decorative base and a decorative finial that extends beyond the top of the standard sign. All traffic signs shall be of pedestrian-scale ornamental design. Exposed metal poles are strictly prohibited unless entirely enclosed with a brick or stone veneer.

19. Play lots and/or playgrounds shall be provided, in single family residential subdivisions, per the following, based on the number of homes in the subdivision and overall area of the subdivision:

- a. Up to 100 homes and/or up to 100 acres in subdivision area: 3,200sqft
- b. 101 to 200 homes and/or between 101 and 200 acres in subdivision area: 6,400sqft total over two locations (3,200sqft each)
- c. 201 to 400 homes and/or between 201 and 400 acres in subdivision area: 9,600sqft total over two locations (4,800sqft each)

- d. More than 400 homes and/or more than 400 acres in subdivision area: 12,800sqft total over three locations (4,267sqft each)

These areas shall be provided with playground equipment sufficient to meet the needs of children expected to reside within the complex. Individual pieces of playground equipment shall be specified on the final master development plan and/or preliminary plat. All recreational equipment provided shall be durable commercial grade equipment which shall meet all Consumer Product Safety Commission safety guidelines as well as the ASTM F1487-93, public use playground standard. The playground shall be served by paved, 5' wide minimum, pedestrian connections to the subdivision sidewalk and/or trail network. When the development is planned for occupancy only by ages 55+, these regulations do not apply.

**Recommendation:** Staff recommends forwarding this zoning ordinance amendment to section 5-104.4, Development Standards for Single Family Residential, to the Board of Commissioners with a positive recommendation.



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1104  
13.D.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

AN ORDINANCE REINSTATING ORDINANCE 2020-11 AND EXTENDING THE INITIAL VESTING PERIOD FOR THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, IN THE CITY OF MT. JULIET, TN



## **ORDINANCE 2025 –**

### **AN ORDINANCE REINSTATING ORDINANCE 2020-11 AND EXTENDING THE INITIAL VESTING PERIOD FOR THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE DISTRICT BEING LOCATED AT 108 STONEY CREEK ROAD, IN THE CITY OF MT. JULIET, TN**

**WHEREAS**, the City of Mt. Juliet Board of Commissioners previously passed Ordinance 2020-11 on March 9, 2020 thereby approving the Preliminary Master Development Plan PUD for The District located at 108 Stoney Creek Road (Map 072P, Parcels 028.00, 028.01, 028.02, 028.03, and 028.04); and

**WHEREAS**, approval of the Final Master Development Plan was not obtained by the Applicant from the City of Mt. Juliet Planning Commission prior to the expiration of the initial three-year vesting period permitted by Tennessee state law; and

**WHEREAS**, the Applicant has requested to have the originally passed Preliminary Master Development Plan (Ordinance 2020-11) reinstated as is and to have the initial three-year vesting period (to obtain Final Master Development Plan approval, secure necessary permits, and commence site preparations) extended; and

**WHEREAS**, the Board of Commissioners desires to reinstate Ordinance 2020-11 for the Preliminary Master Development Plan of The District; and

**WHEREAS**, the Board of Commissioners desires to extend the initial vesting period for The District to September 24, 2025 for the Applicant to (1) obtain Final Master Development Plan approval; (2) secure necessary permits; and (3) commence site preparations; and

**WHEREAS**, all other vesting periods and plan expirations will be calculated pursuant to Tennessee state law and the City of Mt. Juliet Land Development Code.

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

**Section 1.** Ordinance 2020-11 is reinstated for the Preliminary Master Development Plan of the District located at 108 Stoney Creek Road.

**Section 2.** The initial vesting period for the Preliminary Master Development Plan of The District is extended to September 24, 2025 for the Applicant to:

- (1) obtain Final Master Development Plan approval;
- (2) secure necessary permits; and
- (3) commence site preparations.

All other vesting periods and plan expirations shall be calculated pursuant to Tennessee state law the City of Mt. Juliet Land Development Code.

**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:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney

**ORDINANCE NO 2020-11**

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

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

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

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

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

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

Planning & Zoning Department:

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

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

PW Comments:

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



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

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

WWUD Comments:

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

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

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

**BE IT FURTHER ORDAINED**

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

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

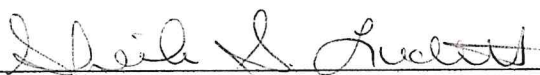
PASSED: 3/9/2020

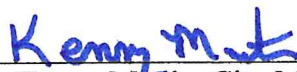
  
Ed Hagerty, Mayor

FIRST READING: 2/10/2020


SECOND READING: 3/9/2020

ATTEST:

  
Sheila S. Luckett, MMC  
City Recorder

  
Kenny Martin, City Manager

APPROVED AS TO FORM:



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L. Gino Marchetti, Jr.  
City Attorney





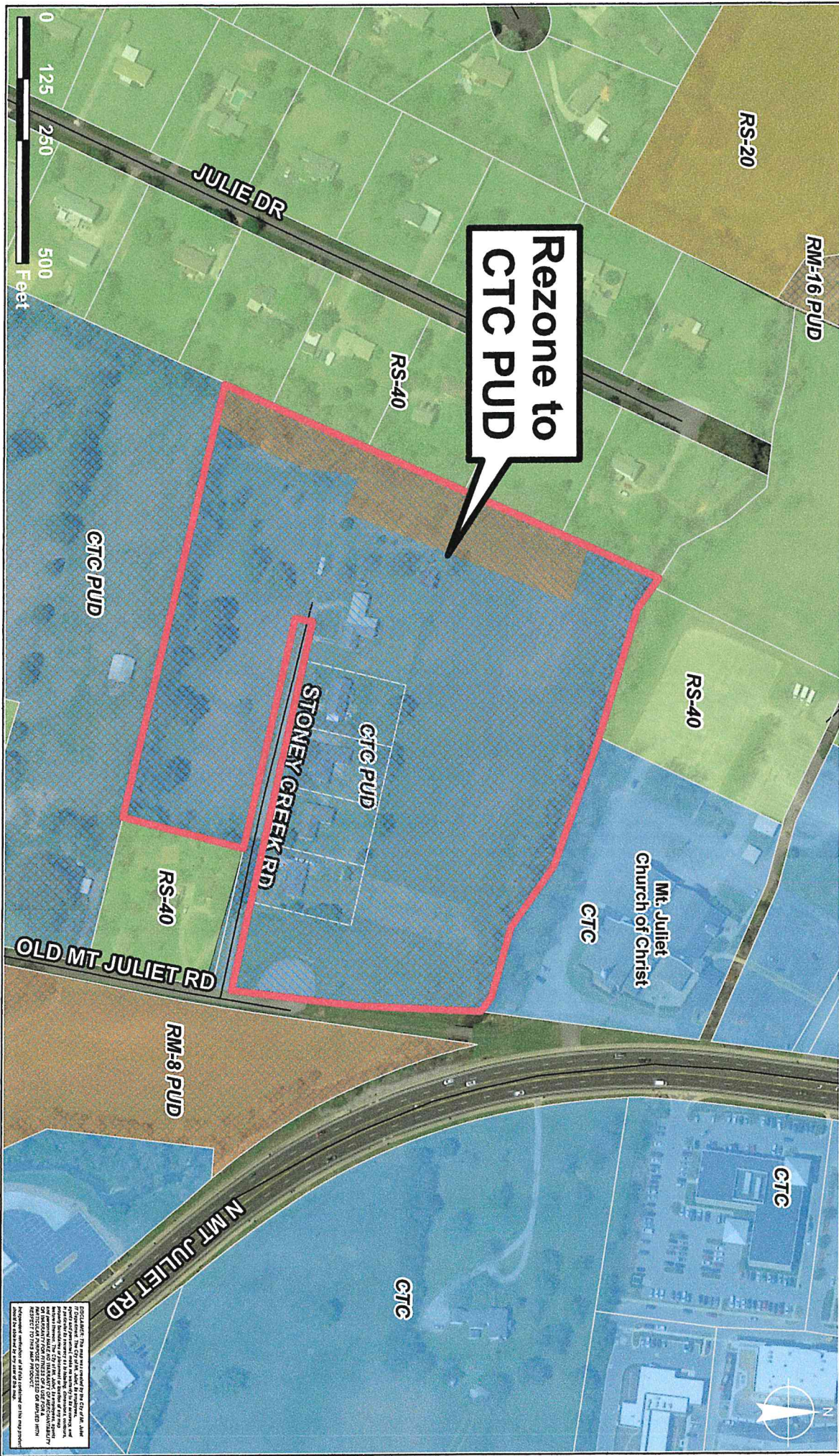
# The District- PMDP Exhibit A







# The District- Rezone Exhibit C





## M E M O R A N D U M



**Date:** January 16, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Variances Requested: The plan lists three variances:

1. That the required transitional protective yard be installed without a fence in the floodplain. Staff is in favor of approving this variance.
2. Variance to Article 3-104-7-2-e;  
*Animal care and veterinary services.* In all districts where authorized as a use permitted with supplemental provisions (SUP), uses classified in the animal care activity type shall be subject to the following supplementary regulations:
  - a. All animal care uses shall occur in completely walled and roofed structures, except that completely fenced exercise yards may be provided as specified in subpart b of this section, below.
  - b. Exercise yards shall be completely fenced and screened from all abutting lots and streets. Exercise yards shall not be used for overnight accommodations. The use of exercise yards shall be restricted to the hours of 8:00 a.m. to 8:00 p.m.

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

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

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

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

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

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

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

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

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



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

**Planning & Zoning Department:**

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



PW Comments:

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

WWUD Comments:

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



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1108  
13.E.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR A PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP

## ORDINANCE 2025-\_\_\_\_\_

### AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR A PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP

**WHEREAS** the City of Mt. Juliet Board of Commissioners desires to conduct a space needs assessment for a proposed City Hall; and

**WHEREAS**, the City has selected The Architect Workshop to perform the assessment; and

**WHEREAS**, The Architect Workshop has submitted a proposal in the amount of \$61,000; and

**WHEREAS**, the Board desires to approve the proposed total and amend the budget accordingly.

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

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

**General Fund – Police Department**

Increase the Following Expenditures:

110-41320-200	Contractual Services	\$ 61,000.00
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Decrease the Fund Balance:

110-27100	Fund Balance	\$ 61,000.00
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**Section 2.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

**BE IT FURTHER ORDAINED:**

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

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

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

PASSED:

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

FIRST READING:  
SECOND READING:

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Samantha A. Burnett  
City Attorney



05 March 2025

Kenny Martin  
City Manager  
City of Mt. Juliet, TN

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

## Space Needs Study

City of Mt. Juliet Proposed City Hall

### PROFESSIONAL SERVICES AGREEMENT

We appreciate the opportunity to provide this agreement and are looking forward to continuing working with the City of Mt. Juliet to analyze the existing city hall facility and prepare a space needs study for a replacement facility to address current and projected growth over the next 10-20 years. The Architect Workshop, pllc (the Architect) proposes to provide professional architectural and related services as described below. This agreement shall define the scope of services, roles responsibilities and compensation for the requested services.

#### Scope of Services:

Space Needs assessment and related documentation refer to attached detail for scope of services and deliverables.

#### Schedule

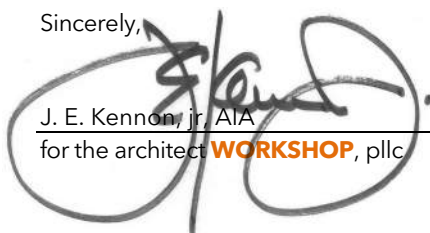
We propose the development of space needs will require over 300 hours of our time, depending on the speed of city staff responding to questionnaires and scheduling of meetings, a study of this scale should take approximately 6-8 weeks. We find that the review periods and meeting schedules drive the over schedule more than our work efforts. If there are specific dates the city is wanting to meet, we can review to see if we can provide a more compressed schedule

#### Fees

Based on the proposed scope of services we propose to provide these professional services for a lump sum of \$61,000 plus reimbursable expenses. If there are any additional services, we will provide a separate proposal at the time they are requested.

We appreciate the opportunity to provide you with this agreement. If all of this is satisfactory to you, please sign and return this form authorizing the Workshop to proceed with the professional services as described above. If you have any questions, please call, and thank you again for your trust in our skills.

Sincerely,



J. E. Kennon, Jr. AIA  
for the architect **WORKSHOP**, pllc

04 March 2025

Date

Authorized Representative for the City of Mt. Juliet, Tennessee

Date

#### ATTACHMENTS:

DETAILED Scope of Services  
Terms and Conditions of Agreement  
Architect Hourly Rates and Reimbursables Rate

## Detailed Scope of Services

The following shall define the scope of services to the agreement for proposed space needs study for a city hall

	venue
<b>Task 1: Discovery</b>	
Kick off meeting to schedule and sequence space study	Mtg 01
travel	travel
Identify / request / review background data (organizational / staffing charts, fleet data, management reports, operational assessments etc.)	office
Review and synthesize data from city to prepare questionnaires and for interviews	office
Prepare staff questionnaires with emphasis on evolving operational needs	office
Issue questionnaires and manage their return and follow up	office
Review and synthesize data from completed questionnaires	office
field trip to visit similar city halls as case studies	Mtg 02
travel	travel
walk and measure existing building - determine existing space sizes, work flow, relationships of department, other inefficiencies	Mtg 03
travel	travel
Review and synthesize data from existing building	office
Develop proposed space standards for work areas and offices	office
Review with City conclusions of analysis and propose prototype office and work area sizes and types	MTG 04
travel	travel
Prepare and schedule two day on site staff interview workshop	office
On-site staff interview workshop 01	MTG 05
travel	travel
On-site staff interview workshop 02	MTG 06
travel	travel
document staff interview workshop findings	office
sub-total hours projection	126 hours
sub-total fee projection	\$ 25,650
<b>Task 2: Space Needs Data Synthesis</b>	
Using input from workshop develop proposed space needs	office
Develop proposed adjacency diagrams	office
Refine proposed office and workspace prototypes	office
Review with City first draft of proposed space needs and adjacency diagrams	MTG 07
travel	travel
Update proposed space needs and diagrams based on review	office
Review with City updated draft of proposed space needs and adjacency diagrams	MTG 08
travel	travel
sub-total hours projection	102 hours
sub-total fee projection	\$ 20,200

		venue
<b>Task 3: Documentation</b>		
Prepare final documentation of study		
work product outline and tasks		
a. index and executive summary		office
b. methodology / trends /case studies		office
b. Recommended design guidelines/ staff goals/aspirations		office
d. Illustrated space standards		office
e.. Square footage spreadsheets		office
f. Adjacency diagrams		office
prepare visual presentation for committee, commission, etc		office
presentation to requested groups ( meeting 01)		MTG 09
travel		travel
presentation to requested groups ( meeting 02)		MTG 10
travel		travel
sub-total hours projection	75	hours
sub-total fee projection	\$ 15,150	

<b>Total Projected Professional Hours</b>	<b>303</b> hours
---	------------------

<b>Total Professional Services Fees</b>	<b>61,000</b>
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<b>Reimbursable Expenses Budget (w/10% administrative fee):</b>	<b>\$ 2,000</b>
mileage 70 cents/mile typical mileage 40 miles roundtrip	10 meetings
misc. reimbursables, additional travel, printing, etc	

**Notes:**

1. Assumption that on-site staff and user group interview workshops to be conducted in current council chambers and scheduled to occur on two days concurrently
2. Existing building evaluation will be limited to understanding the current operational needs & shortcomings, no drawings prepared only spreadsheet analysis
3. Future growth of staffing needs to be furnished by city
4. The above fee assumes the final deliverable will be a "space needs" type study. It will assign square footage allowances per work areas and related support spaces, based on the city furnished staff growth and service needs. It will assess space implications of changes to operational models (such as a "service first" public counter. It is to be used for basic decision making to determine efficiencies. Prior to any eventual design it is recommended that a detail room data study be developed to provide detail requirements for each space type, including but not limited to furniture, data and technology, security, heating cooling and lighting criteria.

**deliverables**

1. Space needs will utilize staffing projections (furnished by City) and identify number of, and size of, rooms including offices and workstations (without drilling down into specifics of office equipment, files etc.)
2. Bulk adjacency diagrams showing relationships of major spaces and departments to each other to accommodate desired relationships for work flow and public access
3. projected site needs and parking needs based on conclusions of staff and service growth over the time period for the space needs projections
4. space needs based on space standards (space standards to be based on discussion with the City about space standards establishing roles and positions criteria for types of works space ( who gets private offices, vs open offices, vs shared offices and open shared spaces)

**exclusions**

1. Preparation of detailed room data sheets ( specifics of office equipment, files, etc.)
2. Preparation of highly detailed spreadsheets (won't say how many file cabinets etc.)
3. Preparation building and/or site concept plans, to validate space needs will "fit" on proposed site

**Terms and Conditions of Agreement** (the keep the insurance agents and the lawyers happy section)

The following describe the terms and conditions of the professional services agreement between **The Architect WORKSHOP, PLLC** [the Architect] and **City of Mt. Juliet, Tennessee** [the Client] for the professional services as related to the scope of services described in the agreement to which these terms are attached.

**Architect's Responsibilities:** The Architect shall provide the professional services as set forth in this agreement. The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same of similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The Architect shall not be responsible for the Client's directives, or substitution, or Client's acceptance of non-conforming work, made without the Architect's acceptance.

**Client's Responsibilities:** The Client shall coordinate the services of their own consultants with those services provided by the Architect. The Client shall require that the consultants retained by the Client maintain professional liability insurance as appropriate to the services provided. The Client shall furnish tests, inspections and reports required by law or the authorities having jurisdiction over the project. The Client shall maintain commercial general liability insurance. The Client shall be solely responsible for the management and coordination of the construction of the project

**Billings and Payments:** The Architect's professional services invoices for services shall be submitted, on at least a monthly basis, Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, the Architect may, without waiving claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of services.

Unpaid accounts may be subject to a monthly service charge of 1.5% of the unpaid balance (18.0% true annual rate), at the sole discretion of the Architect. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Reimbursable Expenses:** Reimbursable Expenses are in addition to compensation for professional services, and include, but not limited to, expense of transportation, greater than 50 miles from the Architect's office, in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage, and handling of drawings in connection with the project. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by the Architect.

**Insurance:** The Architect shall secure and endeavor to maintain insurance as identified below as related to the performance of professional services under this agreement. The Architect shall provide certificates and appropriate endorsements upon execution of this agreement and require the minimum insurance coverage listed below of any sub-consultants. General liability and Automobile Liability Insurance minimum coverage amounts of \$1,000,000 each occurrence and general aggregate. Client will be named an additional insured on these policies with respect to this work. Professional Liability Insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. Statutory workers' compensation insurance, including employer's liability coverage with minimum limits of \$1,000,000 when legally required of the Architect or its sub-consultants.

**Termination of Services:** This agreement may be terminated by the Client or the Architect upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of, the Architect, the Client shall compensate, the Architect for services performed prior to termination, together with the Architect's reimbursable expenses. So long as the Architect has been paid as required herein for services performed to the date of termination, the Architect shall provide a copy of its reports and drawings (as they exist at termination) to the Client.





**Dispute Resolution:** All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, in accordance with the Construction Industry Mediation Procedures. If the parties do not resolve a dispute through mediation, the dispute shall be resolved in a court of competent jurisdiction.

Notwithstanding an intentional tort, it is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect and its sub-consultants, a professional limited liability corporation, and not against any of the Architect's individual employees, officers or directors.

**Applicable Law:** Unless otherwise provided, this agreement shall be governed by the law of the laws of the State of Tennessee. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**Ownership of Documents:** The Owner acknowledges the Architect's documents, including electronic files, as the work papers of the Architect and the Architect's instruments of professional service. Nevertheless, the final documents prepared and delivered to the Owner under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Architect. Transfer of the electronic files to the Owner shall not limit the Architect's rights to use the documents in marketing, business development or in any other manner.

Under no circumstances shall the transfer of ownership of the Architect's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Architect's rights in any of the foregoing, as described by in section 102 of the 1990 Architectural Works Copyright Protection Act, absent the Architect's express prior written consent.

An original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design but does not include individual standard features or design elements that are functionally required.

**Publication Recognition:** The Client agrees to credit the Architect for design in all subsequent marketing publications, websites, etc. to the best of their ability.



hourly rates

effective 01 January 2025 (rates reviewed and adjusted annually)

principal architect	\$ 230	per hour
project architect	\$ 175	per hour
support staff	\$ 175	per hour

reimbursable expenses

printing, plotting, document reproductions	cost plus 10%
out-of-town travel and expenses	cost plus 10%
travel more than 20 miles from the workshop, otherwise	cost plus 10%





# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1107  
13.F.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP FOR A SPACE NEEDS STUDY FOR A PROPOSED CITY HALL

## **RESOLUTION -2025**

### **A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH THE ARCHITECT WORKSHOP FOR A SPACE NEEDS STUDY FOR A PROPOSED CITY HALL**

**WHEREAS**, pursuant to Resolution 15-2025, the City of Mt. Juliet Board of Commissioners desires to conduct a space needs assessment for a proposed city hall and instructed the City Manager to locate a firm to complete the assessment ; and

**WHEREAS**, Architect Workshop was contacted since they had completed the same for the new Police Headquarters currently being built; and

**WHEREAS**, the Mayor is authorized to sign the attached agreement.

#### **NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MT. JULIET, TENNESSEE:**

1. The Board of Commissioners authorizes the Mayor to sign the Professional Services Agreement with Architect Workshop for a Space Needs Study for a proposed City Hall to address current and projected growth over the next 10-20 years.
2. This resolution shall be null and void if the corresponding budget ordinance does not pass on second reading.

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

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

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

#### **PASSED:**

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

#### **ATTEST:**

\_\_\_\_\_  
Kenneth D. Martin, City Manager

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

#### **APPROVED AS TO FORM:**



---

Samantha A. Burnett, City Attorney

05 March 2025

Kenny Martin  
City Manager  
City of Mt. Juliet, TN

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

## Space Needs Study

City of Mt. Juliet Proposed City Hall

### PROFESSIONAL SERVICES AGREEMENT

We appreciate the opportunity to provide this agreement and are looking forward to continuing working with the City of Mt. Juliet to analyze the existing city hall facility and prepare a space needs study for a replacement facility to address current and projected growth over the next 10-20 years. The Architect Workshop, pllc (the Architect) proposes to provide professional architectural and related services as described below. This agreement shall define the scope of services, roles responsibilities and compensation for the requested services.

#### Scope of Services:

Space Needs assessment and related documentation refer to attached detail for scope of services and deliverables.

#### Schedule

We propose the development of space needs will require over 300 hours of our time, depending on the speed of city staff responding to questionnaires and scheduling of meetings, a study of this scale should take approximately 6-8 weeks. We find that the review periods and meeting schedules drive the over schedule more than our work efforts. If there are specific dates the city is wanting to meet, we can review to see if we can provide a more compressed schedule

#### Fees

Based on the proposed scope of services we propose to provide these professional services for a lump sum of \$61,000 plus reimbursable expenses. If there are any additional services, we will provide a separate proposal at the time they are requested.

We appreciate the opportunity to provide you with this agreement. If all of this is satisfactory to you, please sign and return this form authorizing the Workshop to proceed with the professional services as described above. If you have any questions, please call, and thank you again for your trust in our skills.

Sincerely,



J. E. Kennon, Jr. AIA  
for the architect **WORKSHOP**, pllc

04 March 2025

Date

Authorized Representative for the City of Mt. Juliet, Tennessee

Date

#### ATTACHMENTS:

DETAILED Scope of Services  
Terms and Conditions of Agreement  
Architect Hourly Rates and Reimbursables Rate

## Detailed Scope of Services

The following shall define the scope of services to the agreement for proposed space needs study for a city hall

	venue
<b>Task 1: Discovery</b>	
Kick off meeting to schedule and sequence space study	Mtg 01
travel	travel
Identify / request / review background data (organizational / staffing charts, fleet data, management reports, operational assessments etc.)	office
Review and synthesize data from city to prepare questionnaires and for interviews	office
Prepare staff questionnaires with emphasis on evolving operational needs	office
Issue questionnaires and manage their return and follow up	office
Review and synthesize data from completed questionnaires	office
field trip to visit similar city halls as case studies	Mtg 02
travel	travel
walk and measure existing building - determine existing space sizes, work flow, relationships of department, other inefficiencies	Mtg 03
travel	travel
Review and synthesize data from existing building	office
Develop proposed space standards for work areas and offices	office
Review with City conclusions of analysis and propose prototype office and work area sizes and types	MTG 04
travel	travel
Prepare and schedule two day on site staff interview workshop	office
On-site staff interview workshop 01	MTG 05
travel	travel
On-site staff interview workshop 02	MTG 06
travel	travel
document staff interview workshop findings	office
sub-total hours projection	126 hours
sub-total fee projection	\$ 25,650
<b>Task 2: Space Needs Data Synthesis</b>	
Using input from workshop develop proposed space needs	office
Develop proposed adjacency diagrams	office
Refine proposed office and workspace prototypes	office
Review with City first draft of proposed space needs and adjacency diagrams	MTG 07
travel	travel
Update proposed space needs and diagrams based on review	office
Review with City updated draft of proposed space needs and adjacency diagrams	MTG 08
travel	travel
sub-total hours projection	102 hours
sub-total fee projection	\$ 20,200

		venue
<b>Task 3: Documentation</b>		
Prepare final documentation of study		
work product outline and tasks		
a. index and executive summary		office
b. methodology / trends /case studies		office
b. Recommended design guidelines/ staff goals/aspirations		office
d. Illustrated space standards		office
e.. Square footage spreadsheets		office
f. Adjacency diagrams		office
prepare visual presentation for committee, commission, etc		office
presentation to requested groups ( meeting 01)		MTG 09
travel		travel
presentation to requested groups ( meeting 02)		MTG 10
travel		travel
sub-total hours projection	75	hours
sub-total fee projection	\$ 15,150	

**Total Projected Professional Hours** **303** hours

**Total Professional Services Fees** **61,000**

**Reimbursable Expenses Budget (w/10% administrative fee):** **\$ 2,000**

mileage 70 cents/mile typical mileage 40 miles roundtrip 10 meetings  
misc. reimbursables, additional travel, printing, etc

#### Notes:

1. Assumption that on-site staff and user group interview workshops to be conducted in current council chambers and scheduled to occur on two days concurrently
2. Existing building evaluation will be limited to understanding the current operational needs & shortcomings, no drawings prepared only spreadsheet analysis
3. Future growth of staffing needs to be furnished by city
4. The above fee assumes the final deliverable will be a "space needs" type study. It will assign square footage allowances per work areas and related support spaces, based on the city furnished staff growth and service needs. It will assess space implications of changes to operational models (such as a "service first" public counter. It is to be used for basic decision making to determine efficiencies. Prior to any eventual design it is recommended that a detail room data study be developed to provide detail requirements for each space type, including but not limited to furniture, data and technology, security, heating cooling and lighting criteria.

#### deliverables

1. Space needs will utilize staffing projections (furnished by City) and identify number of, and size of, rooms including offices and workstations (without drilling down into specifics of office equipment, files etc.)
2. Bulk adjacency diagrams showing relationships of major spaces and departments to each other to accommodate desired relationships for work flow and public access
3. projected site needs and parking needs based on conclusions of staff and service growth over the time period for the space needs projections
4. space needs based on space standards (space standards to be based on discussion with the City about space standards establishing roles and positions criteria for types of works space ( who gets private offices, vs open offices, vs shared offices and open shared spaces)

#### exclusions

1. Preparation of detailed room data sheets ( specifics of office equipment, files, etc.)
2. Preparation of highly detailed spreadsheets (won't say how many file cabinets etc.)
3. Preparation building and/or site concept plans, to validate space needs will "fit" on proposed site



**Terms and Conditions of Agreement** (the keep the insurance agents and the lawyers happy section)

The following describe the terms and conditions of the professional services agreement between **The Architect WORKSHOP, PLLC** [the Architect] and **City of Mt. Juliet, Tennessee** [the Client] for the professional services as related to the scope of services described in the agreement to which these terms are attached.

**Architect's Responsibilities:** The Architect shall provide the professional services as set forth in this agreement. The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same of similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The Architect shall not be responsible for the Client's directives, or substitution, or Client's acceptance of non-conforming work, made without the Architect's acceptance.

**Client's Responsibilities:** The Client shall coordinate the services of their own consultants with those services provided by the Architect. The Client shall require that the consultants retained by the Client maintain professional liability insurance as appropriate to the services provided. The Client shall furnish tests, inspections and reports required by law or the authorities having jurisdiction over the project. The Client shall maintain commercial general liability insurance. The Client shall be solely responsible for the management and coordination of the construction of the project

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Unpaid accounts may be subject to a monthly service charge of 1.5% of the unpaid balance (18.0% true annual rate), at the sole discretion of the Architect. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Reimbursable Expenses:** Reimbursable Expenses are in addition to compensation for professional services, and include, but not limited to, expense of transportation, greater than 50 miles from the Architect's office, in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage, and handling of drawings in connection with the project. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by the Architect.

**Insurance:** The Architect shall secure and endeavor to maintain insurance as identified below as related to the performance of professional services under this agreement. The Architect shall provide certificates and appropriate endorsements upon execution of this agreement and require the minimum insurance coverage listed below of any sub-consultants. General liability and Automobile Liability Insurance minimum coverage amounts of \$1,000,000 each occurrence and general aggregate. Client will be named an additional insured on these policies with respect to this work. Professional Liability Insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. Statutory workers' compensation insurance, including employer's liability coverage with minimum limits of \$1,000,000 when legally required of the Architect or its sub-consultants.

**Termination of Services:** This agreement may be terminated by the Client or the Architect upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of, the Architect, the Client shall compensate, the Architect for services performed prior to termination, together with the Architect's reimbursable expenses. So long as the Architect has been paid as required herein for services performed to the date of termination, the Architect shall provide a copy of its reports and drawings (as they exist at termination) to the Client.



**Dispute Resolution:** All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, in accordance with the Construction Industry Mediation Procedures. If the parties do not resolve a dispute through mediation, the dispute shall be resolved in a court of competent jurisdiction.

Notwithstanding an intentional tort, it is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect and its sub-consultants, a professional limited liability corporation, and not against any of the Architect's individual employees, officers or directors.

**Applicable Law:** Unless otherwise provided, this agreement shall be governed by the law of the laws of the State of Tennessee. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**Ownership of Documents:** The Owner acknowledges the Architect's documents, including electronic files, as the work papers of the Architect and the Architect's instruments of professional service. Nevertheless, the final documents prepared and delivered to the Owner under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Architect. Transfer of the electronic files to the Owner shall not limit the Architect's rights to use the documents in marketing, business development or in any other manner.

Under no circumstances shall the transfer of ownership of the Architect's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Architect's rights in any of the foregoing, as described by in section 102 of the 1990 Architectural Works Copyright Protection Act, absent the Architect's express prior written consent.

An original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design but does not include individual standard features or design elements that are functionally required.

**Publication Recognition:** The Client agrees to credit the Architect for design in all subsequent marketing publications, websites, etc. to the best of their ability.



hourly rates

effective 01 January 2025 *(rates reviewed and adjusted annually)*

principal architect	\$ 230	per hour
project architect	\$ 175	per hour
support staff	\$ 175	per hour

reimbursable expenses

printing, plotting, document reproductions	cost plus 10%
out-of-town travel and expenses	cost plus 10%
travel more than 20 miles from the workshop, otherwise	cost plus 10%





# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1090  
13.G.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND BOWEN ENGINEERING CORPORATION FOR THE CONSTRUCTION OF AN EQUALIZATION BASIN AND PUMP STATION LOCATED ON OLD LEBANON DIRT ROAD AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT



**RESOLUTION \_\_-2025**

**RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND BOWEN ENGINEERING CORPORATION FOR THE CONSTRUCTION OF AN EQUALIZATION BASIN AND PUMP STATION LOCATED ON OLD LEBANON DIRT ROAD AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

**WHEREAS**, the City of Mt. Juliet seeks to construct a new equalization basin and a new pump station in anticipation of Metro Nashville regulations/requirements when the wastewater discharge contract with Metro is up for renewal in the year 2029; and

**WHEREAS**, the City of Mt. Juliet has reviewed bids received and finds Bowen Engineering Corporation (“Contractor”) to be the lowest responsive, responsible bidder for the project; and

**WHEREAS**, the project will be funded during the current fiscal year (FY 2024/2025); and

**WHEREAS**, the City of Mt. Juliet desires to approve the construction contract.

**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 Bowen Engineering Corporation.

Section 2. Mayor James Maness is hereby authorized to execute the Agreement with Bowen Engineering Corporation.

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

---

Kenneth Martin, City Manager

ATTEST:

---

Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Samantha A. Burnett  
Attorney

## **RESOLUTION \_\_-2025**

### **RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND BOWEN ENGINEERING CORPORATION FOR THE CONSTRUCTION OF AN EQUALIZATION BASIN AND PUMP STATION LOCATED ON OLD LEBANON DIRT ROAD AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

#### **Executive Summary**

- The project: The construction of a new equalization basin and an new pump station in anticipation of Metro Nashville regulations when the wastewater discharge contract with Metro is up for renewal in the year 2029.
- Contract: The City of Mt. Juliet has received and reviewed bids and finds Bowen Engineering Corporation (“Contractor”) to be the lowest responsive, responsible bidder for the project in the amount of \$18,544,921.50.
- Funding: The City has budgeted \$15,000,000 for this in the current sewer line construction budget, so no budget amendment will be necessary at this juncture to commence work.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.

CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS

EQUALIZATION BASIN AND  
PUMP STATION

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the City of Mt. Juliet, Tennessee, hereinafter called the "Owner," and \_\_\_\_\_, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, Owner has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvements; and

WHEREAS, Owner did on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ find that Contractor was the lowest responsible bidder for the hereinafter specified construction work and did award Contractor a contract for said construction work;

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his own cost and expense, to do all the work and furnish all the labor, materials, equipment and other property necessary to do, construct, install, and complete all the work and improvements required for the City of Mt. Juliet, Tennessee Equalization Basin and Pump Station Project, all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents of said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Proposal
4. Supplementary Conditions of Contract
5. General Conditions of Contract
6. Agreement
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
10. Any and all other documents or papers included or referred to in the foregoing documents
11. Any and all Addenda to the foregoing



### ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit prices stated in the Contractor's Proposal included in the Contract Documents and made a part of this Agreement as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents.

The quantities and totals on unit price items and the Total Contract Amount are approximate only, being inserted for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by the unit price items will be made only on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents.

#### A. LUMP SUM BID

- 1 The base bid for the furnishing of all labor, materials and equipment required for a complete operating installation as described in the Contract Documents and including all Items of Major Equipment listed as Sub-Item (a.) in the following Tabulation of Major Equipment Items, the Lump Sum of \$ \_\_\_\_\_
- 2 The base bid for the furnishing of all labor, materials, and equipment for work associated with the mass grading of the project site including the removal and offsite disposal of all excavated materials, for the Lump Sum of \$ \_\_\_\_\_

#### B. UNIT PRICE CONSTRUCTION ITEMS

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
3	Square yards of 2-inch Asphaltic Concrete Course, complete in place	5,750	SY	\$ _____	\$ _____
4	Square yards of 8-inch C.W. Binder Course, complete in place	5,750	SY	\$ _____	\$ _____
5	Square yards of 12-inches Class A compacted aggregate stone base, complete in place	5,750	SY	\$ _____	\$ _____

#### C. SUPPLEMENTAL UNIT PRICE FOUNDATION ITEMS ORDERED BY THE ENGINEER

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
6	Supplemental Unclassified Excavation, complete in place.	300	CY	\$ _____	\$ _____

7	Granular Refill, complete in place.	300	CY	\$ _____	\$ _____
8	Class A Concrete, complete in place.	50	CY	\$ _____	\$ _____
9	Reinforcing Steel, complete in place.	10,000	LBS	\$ _____	\$ _____
10	Class C Concrete, complete in place.	250	CY	\$ _____	\$ _____
11	Ductile Iron Fittings, complete in place.	10,000	LBS	\$ _____	\$ _____

**TOTAL BID \$** \_\_\_\_\_

#### ARTICLE IV - MAJOR EQUIPMENT SELECTION

It is hereby expressly agreed that the Major Equipment Items which Contractor shall and hereby agrees to furnish and install as part of the work and improvements included within Contract, in full compliance with the Contract Specifications and other Contract Documents for said Section, for the Contract prices hereinabout specified in Article III, and without any other compensation therefore, are the following items of Major Equipment which are manufactured or supplied by the following listed manufacturers or suppliers, to wit:

<u>Section No.</u>	<u>Description</u>	<u>Manufacturer or Supplier</u>
16D	Variable Frequency Drives	_____
16F	Motor Control Centers	_____
22B	Pumps	_____
23B	Odor Control System	_____
24C	SCADA System	_____
25A	Prestressed Tanks	_____

#### ARTICLE V - CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below will govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_.
2. Supplementary Conditions
3. General Conditions
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation to Bid
8. Contractor's Proposals
9. This Instrument

This Contract is intended to conform in all respects to applicable statutes of the state in which the work is to be constructed and, if any part or provision of this Contract conflicts therewith, the said statute shall govern.

#### ARTICLE VI - STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work at the site within 15 calendar days after the issuance by the Owner of a written notice to proceed, and to fully complete all work to the point of final acceptance by the Owner, and to complete doing all other things required of him by the Contract Documents on or before and not later than **540** calendar days therefrom. Contractor shall, and agrees to, furnish and deliver to Owner within fifteen (15) days after date of award of this Contract, the Performance Bond, Payment Bond, and the insurance certificates and policies of insurance required of him by the provisions of the Conditions of the Contract, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

NOTE: The Contractor's attention is directed to the provisions from liquidated damages as provided in the Special Conditions, in addition to the Excess Cost of Engineering.

The contractor hereby agrees to commence work on this Project on or before a date to be specified in a written "Notice To Proceed" issued by the Owner and to fully complete the project within **540** consecutive calendars as stipulated in the Supplementary Conditions. The Contractor further agrees to pay as liquidated damages the sum of \$500.00 per day for each consecutive calendar day thereafter as provided in the Supplementary Conditions.

#### ARTICLE VII - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

\_\_\_\_\_  
Contractor

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

CITY OF MT. JULIET, TENNESSEE

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Director of Public Works

Approved as to Form and Legality

By \_\_\_\_\_  
Attorney for the Owner

**IMPORTANT**

**NOTE:** If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.



CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS

EQUALIZATION BASIN AND  
PUMP STATION

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CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID  
FOR  
THE CONSTRUCTION OF

EQUALIZATION BASIN AND  
PUMP STATION

RECEIPT OF PROPOSALS

Sealed Proposals for the construction of the Equalization Basin and Pump Station project, will be received at the office of the City of Mt. Juliet Finance Department located at City Hall at 2425 North Mt. Juliet Road, Mt. Juliet, Tennessee 37122, Attention: Ms. Dana Hire, Finance Director, on or before 2:00 p.m. (local time) on Tuesday, February 25, 2025 and immediately thereafter all bids will be publicly opened and read aloud.

Sealed envelopes containing Proposals shall be marked "Equalization Basin and Pump Station project." Bidders must be licensed by the State of Tennessee to perform the work required. The envelope containing the bid shall be marked to show the bidder's Tennessee Contractor's license number, expiration date and the part of the classification applying to the bid, otherwise the bid will not be opened. No Proposal will be considered unless it is made on the Proposal form which is included in the Contract Documents. The Proposal must not be removed from the Contract Documents with which it has been bound by the City of Mt. Juliet, Tennessee. This Proposal must be addressed as indicated in the previous paragraph. It shall be the Bidder's responsibility that the envelope be properly addressed to ensure that the proposal is received on or before the appropriate time.

The project will include the following described construction:

The furnishing, installing, and testing of a new 8.0 million gallon equalization basin, flow diversion structure, wastewater pumping station, odor control system, gravity sewer piping, force main piping, handling wastewater flows for tie-in to existing gravity sewers and sewer manholes, site work, and all other appurtenances and other work as shown on the Construction Drawings or indicated in the Contract Specifications.

CONTRACT DOCUMENTS

All work must be performed in accordance with the Contract Documents which are available for inspection at the following locations:

City of Mt. Juliet  
Department of Public Works (Sewer)  
71 East Hill Street  
Mt. Juliet, Tennessee 37122

Builders Exchange of Tennessee  
301 S. Perimeter Park Drive  
Suite 100, Office 9  
Nashville, Tennessee 37211

Water Management Services, LLC  
2 International Plaza, Suite 401  
Nashville, Tennessee 37217

Nashville Contractor's Association  
7430 Burleson Lane  
Murfreesboro, Tennessee 37129

Official (numbered) Bid Documents shall be obtained at the office of Water Management Services, LLC, 2 International Plaza, Suite 401, Nashville, Tennessee 37217 (telephone: (615-366-6088). A nonrefundable fee of \$200.00 must be made for each set obtained.

(4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L, or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);

(5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and

(6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope provided or provided within the electronic bid document.

(c) Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representative shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or any similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.

(d) No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This subsection (d) shall only apply to design/bid/build procurements where cost is the primary criterion for the contract award.

(e) Any person or entity, public, and private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in § 62-6-120(b).

(f) Notwithstanding the Uniform Administrative Procedure Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars (\$5,000) for willful violation of this section.

HISTORY: Acts 1976, ch 822, § 20; T.C.A., § 62-620; Acts 1986, ch. 718, § 2; 1989, ch. 591, § 111; 1990, ch 868, § 1, 2; 1991, ch. 247, § 1; 1994, ch. 986, § 13; 1995, ch. 341, § 1; 1997, ch. 153, § 1; 2001, ch. 222, §3; 2008, ch. 792, §§ 1, 2; 2010, ch. 768, §§ 1, 2; 2010, ch 801, § 1; 2011, ch. 12, §§ 1, 2; 2014, ch. 644, §1."

#### ADDENDA AND QUESTIONS CONCERNING BID DOCUMENTS

Subject to the provisions of Chapter 4, Part 1, of Title 12 of the Tennessee Codes Annotated, The Contractor's attention is directed to the Tennessee Codes Annotated Section 12-4-126 which states the following:

"12-4-126

(a) If a statute, ordinance, resolution, rule or regulation mandates the use of competitive bidding of any kind or nature whatsoever, by any state agency, county or municipal corporation, then, notwithstanding such law, ordinance, resolution, rule or regulation, no addenda within less than forty-eight (48) hours of the bid opening date shall be permitted.

CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS

EQUALIZATION BASIN AND  
PUMP STATION

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## INSTRUCTIONS TO BIDDERS

### 1. EXAMINATION OF PROCUREMENT DOCUMENTS AND SITE

- 1.1 Before submitting a Bid, each Bidder must (a) examine the Procurement Documents thoroughly, (b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or furnishing the Goods and Special Services, (c) study and carefully correlate Bidder's observations with the Procurement Documents, and (d) if specified or if, in Bidder's judgment, any local condition may in any manner affect cost, progress or furnishing the Goods and Special Services, visit the site to become familiar with local conditions.
- 1.2 Each Bidder, by making his bid, represents that he has visited the site and familiarized himself with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the Bidder did not inform himself prior to bidding.
- 1.3 Each Bidder, by making his bid, represents that he has read and understands the bidding documents. The Bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Contract Documents.
- 1.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1 and that the Procurement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services.

### 2. SUBSURFACE EXPLORATION DATA

Investigation of subsurface conditions at the site has not been made for the purpose of design. In the event this exploration has been done, the results are available for inspection by prospective bidders but are not a part of the Contract Documents. The Owner assumes no responsibility whatsoever with respect to the sufficiency or accuracy of these preliminary investigations, or of their interpretation, and there is no guarantee, either expressed or implied, that the conditions indicated are representative of those existing throughout the work or any part of it, or that unforeseen developments may not occur.

### 3. EASEMENTS

Portions of the improvements under this project will be constructed on private property for which easements have been secured by the Owner. Work performed on or use of such easements, shall be subject to the provisions of the easement agreements on file and open to inspection in the office of the Owner.

### 4. ADDENDA AND INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or Drawings shall be submitted in writing to the Owner through the Engineer at least 10 days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the Contract Documents will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.

## 9. SIGNING OF BID

If the bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the bidder is an individual, his signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids; otherwise, the bid may be regarded as irregular.

## 10. BID SECURITY

No bid will be considered unless accompanied by a bid security as defined in the Invitation to Bid as a guarantee that, if the bid is accepted, the bidder will execute the Agreement and file bonds and insurance as required by the Contract Documents within 15 days from the date of the award of the Contract.

## 11. RETURN OF BID SECURITIES

The security of the three lowest bidders will be returned after the execution of the Agreement with the successful bidder and the approval of his bonds and insurance. The security of all other bidders will be returned promptly after the bids have been opened and reviewed by the Owner. If all bids are rejected, the securities will be returned at the time of rejection.

## 12. AGREEMENT, BONDS, INSURANCE

The attention of bidders is specifically directed to the General Conditions of the Contract and to the forms of Agreement and bonds to be executed and types of insurance to be taken out in the event a Contract award is made.

**The attention of bidders is specifically directed to the General Conditions of the Contract relative to the Certificate of Insurance requirements. If the Surety declines to provide the Certificate of Insurance containing the specified cancellation clause verbiage, the Surety shall be required to provide a separate letter to the Owner/Engineer stating the surety shall notify the Certificate holder in writing thirty (30) days prior to cancellation, reduction, or change in coverage on this project.**

## 13. BID SUBMITTAL

Each bid, properly signed, together with the bid security and all documents bound herewith, shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid and delivered to the office designated in the Invitation to Bid. All addenda issued shall be included with the documents at the time of bid submittal. Reference shall be made to the Invitation for proper address as required on the envelope.

## 14. WITHDRAWAL OF BID

Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative for the withdrawal of such bid, is filed with the Owner prior to the time specified for opening of bids. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

21. EFFECTIVE DATE OF AWARD

If a Contract is awarded by the Owner, such award shall be effective when formal notice of such award signed by the authorized representative of the Owner has been delivered to the intended awardee or mailed to him at the main business address shown on his bid by some officer or agent of the Owner duly authorized to give such notice.

22. EXECUTION OF AGREEMENT

Copies of the Agreement, in the number stated in the form of Agreement, shall be executed by the successful bidder and returned, together with the required bonds and insurance within 15 days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement. Failure of a successful bidder to execute the Agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the Agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed hereinbefore. Upon annulment of an award as aforesaid, the Owner may then award a Contract to the next lowest, responsible bidder.

23. COMMENCEMENT AND COMPLETION OF WORK

The successful bidder shall commence work within 15 calendar days from and after the issuance by the Owner of a written Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents within 540 consecutive calendar days from and after the date of the Notice to Proceed. The Notice to Proceed will be issued within 10 days after award of Contract.

24. LIQUIDATED DAMAGES

The Contractor's attention is directed to the Provisions for Liquidated Damages as provided in the Supplementary Conditions and in the Contract Agreement in addition to the Excess Cost of Engineering.

25. UNCLASSIFIED EXCAVATION

This Contract includes excavation on an unclassified basis. The cost of all excavation necessary for the installation of the pump station, EQ Bain, water lines, sewer lines, gas lines, force mains, and appurtenances required under this Contract will be merged into the price per foot for pipe installed or appurtenances thereto. No distinction will be made insofar as payment is concerned between earth, rock, or other material. The bid item for unclassified excavation covers additional excavation required by removing unsuitable material (subgrade) authorized by the Engineer in the field.

26. PAYMENT FOR EXCESS COSTS

The successful Contractor will be required to pay for the excess cost of field engineering and inspection as defined in the General Conditions of the Contract, if extensions of time are granted by Owner because of avoidable delays as therein defined.

27. UNDERGROUND FACILITIES

The information and data shown or indicated in the Contract Drawings with respect to existing underground facilities is based on available information and record drawings. The Owner/Engineer shall not be responsible for the accuracy or completeness of such information or record drawings. The Contractor shall have full responsibility for reviewing and checking all such

PROPOSAL TO  
CITY OF MT. JULIET, TENNESSEE  
DEPARTMENT OF PUBLIC WORKS  
EQUALIZATION BASIN AND  
PUMP STATION

Full Name of Bidder Bowen Engineering Corporation  
Main Business Address 8802 N. Meridian St. Indianapolis In 46260  
Place of Business 361 Malbey Station Rd STE 107 Franklin TN 37067

TO: THE CITY OF MT. JULIET, TENNESSEE (hereinafter called "Owner")

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above-designated work, all of which are on file at the City of Mt. Juliet, Tennessee, and all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda No. 1, 2, 3, and 4 issued thereto; and he proposes and agrees if this Proposal is accepted that he will contract with the City of Mt. Juliet, Tennessee in the form of the copy of the Agreement included in these Contract Documents to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Drawings, and that he will take in full payment therefore the sums set forth in the following Bidding Schedule.

I. BIDDING SCHEDULE

A. LUMP SUM ITEMS

Item No. 1 – Lump Sum

The base bid for the furnishing of all labor, materials, and equipment for the Construction Work associated with the Equalization Basin and Pump Station required for a complete operating installation as described in the Contract Documents and including all Items of Major Equipment listed in the following Tabulation of Major Equipment Items, for the lump sum of

fifteen million eight hundred seventy six and fifty nine

\_\_\_\_\_ Dollars and zero \_\_\_\_\_ Cents

TOTAL \$ 15,876,059  
(in figures)

Item No. 2 – Lump Sum

The base bid for the furnishing of all labor, materials, and equipment for work associated with the mass grading of the project site including the removal and offsite disposal of all excavated materials, for the lump sum of

One million six hundred eighty six two hundred

seventy \_\_\_\_\_ Dollars and zero \_\_\_\_\_ Cents

TOTAL \$ 1,686,270.00  
(in figures)

B. UNIT PRICED CONSTRUCTION ITEMS

Item No. 3 AMENDED PER ADDENDUM No. 2

52,750 square yards of 2-inch Asphaltic Concrete Course, complete in place.

@ Thirty \_\_\_\_\_ Dollars & sixty eight \_\_\_\_\_ Cents  
\$ 30.68 \_\_\_\_\_ \$ 176,418.00 \_\_\_\_\_  
per square yard Total

Item No. 4 AMENDED PER ADDENDUM No. 2

52,750 square yards of 8-inch C.W. Binder Course, complete in place.

@ Seventy three \_\_\_\_\_ Dollars & sixty four \_\_\_\_\_ Cents  
\$ 73.64 \_\_\_\_\_ \$ 423,402.00 \_\_\_\_\_  
per square yard Total



Item No. 5 AMENDED PE

~~52~~ 750 square yards of 12-incl

@ Eighteen

\$ 18.41  
per square yard

C. SUPPLEMENTAL UN

Item No. 6

300 cubic yards of supplemer

@ Thirty Se

\$ 37.0  
per cubic yard

Item No. 7

300 cubic yards of granular re

@ ninety two

\$ 92.50  
per cubic yard

Item No. 8

50 cubic yards of Class A con

@ five hundred Fift

\$ 555.00  
per cubic yard

Item No. 9

10,000 pounds of reinforcing S

@ One

\$ 1.04  
per pound

Item No. 10

250 cubic yards of Class C co

@ four hundred ni

\$ 419.58  
per cubic yard

Item No. 5 AMENDED PE

~~52~~ 750 square yards of 12-inch

@ Eighteen

\$ 18.41  
per square yard

C. SUPPLEMENTAL UN

Item No. 6

300 cubic yards of supplement

@ Thirty Seven

\$ 37.00  
per cubic yard

Item No. 7

300 cubic yards of granular re

@ ninety two

\$ 92.50  
per cubic yard

Item No. 8

50 cubic yards of Class A con

@ five hundred fifty

\$ 555.00  
per cubic yard

Item No. 9

10,000 pounds of reinforcing s

@ One

\$ 1.04  
per pound

Item No. 10

250 cubic yards of Class C co

@ four hundred nine

\$ 419.58  
per cubic yard

Item No. 5 AMENDED PER ADDENDUM No. 2

52 750 square yards of 12-inches Class A compacted aggregate stone base, complete in place.

@ Eighteen Dollars & Fourty one Cents  
 \$ 18.41 \$ 105,851.00  
 per square yard Total

C. SUPPLEMENTAL UNIT PRICED FOUNDATION ITEMS ORDERED BY ENGINEER

## Item No. 6

300 cubic yards of supplemental unclassified excavation, complete in place.

@ Thirty Seven Dollars & zero Cents  
 \$ 37.00 \$ 11,100.00  
 per cubic yard Total

## Item No. 7

300 cubic yards of granular refill material, complete in place.

@ ninety two Dollars & Fifty Cents  
 \$ 92.50 \$ 27,750.00  
 per cubic yard Total

## Item No. 8

50 cubic yards of Class A concrete, complete in place.

@ Five hundred Fifty Five Dollars & zero Cents  
 \$ 555.00 \$ 27,750.00  
 per cubic yard Total

## Item No. 9

10,000 pounds of reinforcing steel, complete in place.

@ One Dollars & four Cents  
 \$ 1.04 \$ 10,434.00  
 per pound Total

## Item No. 10

250 cubic yards of Class C concrete, complete in place.

@ four hundred nineteen Dollars & Fifty eight Cents  
 \$ 419.58 \$ 104,895.00  
 per cubic yard Total



Item No. 11

10,000 pounds of ductile iron fittings, complete in place.

@ nine Dollars & fifty Cents  
\$ 9.50 \$ 95,000.00  
per pound Total

D. TOTAL BASE BID

The sum of Item Numbers 1 through 11 is

Eighteen million five hundred forty four thousand nine  
(in writing)

hundred twenty nine Dollars and zero Cents  
(in writing)

Total Base Bid \$ 18,544,929.00  
(in figures)

## II. PROPOSAL CONDITIONS

- A. It is expressly understood that quantities in the Bidding Schedule for Unit Price Items and Supplemental Unit Priced Items are approximate only and that payment on a Contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.
- B. The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this Proposal and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and Specifications.
- C. If this Proposal is accepted and the undersigned shall fail to contract as aforesaid, and to give the bond for faithful performance required by the General Conditions of Contract and by law, and to provide all insurance as required by the Contract Documents within thirty (30) days after the date of the award of the Contract, the City of Mt. Juliet at its option, determined that the bidder has abandoned this Contract and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Mt. Juliet.

### III. MAJOR EQUIPMENT ITEMS

In connection with Major Items of Equipment to be furnished and installed under this Contract, the undersigned expressly agrees to the following provisions:

- A. That the Total Lump Sum Bid stated above includes the furnishing and installation of Items of Major Equipment of the manufacturers or suppliers listed as Sub-Item (a) in the following Tabulation.

- B. That the Owner may select items of any manufacturer or supplier as listed in the following tabulation, that the undersigned agrees to furnish and install such items as selected, and for a Contract Price equal to the Base Bid stated above, adjusted by the difference between the sum of the installed prices for all Sub-Item (a) and the sum of the installed prices for the items selected by the Owner as stated in the following tabulation, and this adjusted "Base Bid" shall be the basis for determination of the lowest, responsible bidder.
- C. That the installed price stated in the following tabulation of all Sub-Items includes the preparation and submission to the Engineer by the undersigned of detailed drawings showing all modifications (if any) of the Contract Drawings necessary to accommodate such equipment, all as defined and described in the General Conditions of Contract, in the paragraph designated as "Major Equipment Drawings."
- D. That the installation cost stated in the following Tabulation of all Sub-Items includes a complete operation installation, including the furnishing and installation of any and all changes or additions in structures, process piping, buildings, accessories, controls, and all other work necessary to accommodate the equipment.
- E. That if awarded a Contract for this project, all Items of Major Equipment selected from the following Tabulation by the Owner will be guaranteed by the undersigned and his Surety to meet the performance requirements of the Contract Specifications, as defined in the General Conditions of Contract in the paragraph designated as "Major Equipment Guarantees."
- F. It is expressly agreed that all items offered in the following Tabulation fully comply with the Contract Specifications.

TABULATION OF  
MAJOR EQUIPMENT ITEMS

Section No.	Item No.	Description	Manufacturer Or Supplier	Installed Price
16D	1	Variable Frequency Drives	(a) Square D <u>N MCC</u> (b) Allen Bradley (c) Cutler Hammer (d) _____	\$ <u>1 N MCC</u> \$ _____ \$ _____ \$ _____
16F	1	Motor Control Centers	(a) Square D (b) Cutler Hammer (c) Siemens (d) GE (e) _____	\$ <u>232,232</u> \$ _____ \$ <u>215,062</u> \$ _____ \$ _____
22B	1	Pumps	(a) Flygt (b) <u>KSB</u> (c) _____ (d) _____	\$ <u>285,000</u> \$ <u>215,060</u> \$ _____ \$ _____
24C	1	SCADA System	(a) Prime Controls (b) MR Systems (c) _____ (d) _____	\$ <u>182,000</u> \$ <u>209,137</u> \$ _____ \$ _____



Section No.	Item No.	Description	Manufacturer Or Supplier	Installed Price
23B	1	Odor Control System	(a) Evoqua (b) PrueAir (c) <u>Peery Fiberglass</u> (d) _____	\$ <u>205,000</u> \$ <u>120,000</u> \$ <u>89,000</u> \$ _____
25A	1	Prestressed Tanks	(a) CROM (b) Preload (c) Precon (d) _____	\$ <u>6,100,000.00</u> \$ _____ \$ <u>6,380,000.00</u> \$ _____

#### IV. GENERAL

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the conditional acceptance of this bid, bidder will execute the formal Contract attached within 15 days and deliver the Surety Bond or Bonds and insurance as required by the Contract Documents. The bid security attached in the sum of See Bid Bond Attached Dollars (\$ \_\_\_\_\_) is to become the property of the Owner in the event the Contract, Insurance and Bonds are not executed within the time above set forth.

#### V. STARTING AND COMPLETION AND LIQUIDATED DAMAGES

If awarded a Contract under this Proposal, the Undersigned proposes to start work at the site within fifteen (15) calendar days after the receipt from the Owner of a written Notice to Proceed. The Undersigned further agrees to fully complete all work covered by this Proposal to the point of final acceptance by the Owner within **540** consecutive calendar days from and including the date of receipt from the Owner of a written Notice to Proceed.

NOTE: The Contractor's attention is directed to the provisions for Liquidated Damages as provided in the Supplementary Conditions and in the Agreement Section in addition to the Excess Cost of Engineering.

#### VI. PROPOSAL SIGNATURE

State of INDIANA )  
 )ss  
County of MARION )

AARON PURDUE, being first duly sworn on oath deposes and says that the bidder on the above proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

AARON PURDUE, also deposes and says that he has examined and carefully prepared his bid proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Proposal or bid; that the statements contained herein are true and correct.

(a) Corporation

The bidder is a corporation organized and existing under the laws of the State of Indiana, which operates under the legal name of Bowen Engineering Corporation and the full names of its officers are as follows:

President Doug Bowen  
 Secretary Carey Weddle  
 Treasurer \_\_\_\_\_  
 Manager \_\_\_\_\_

and it (does) or (does not) have a corporate seal. The ~~(name)~~ \_\_\_\_\_ is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken on \_\_\_\_\_, a certified copy of which is hereto attached.  
 (Strike out this last sentence if not applicable.)

(b) Partnership

The bidder is a partnership consisting of individual partners whose full names are as follows:

N/A \_\_\_\_\_  
 \_\_\_\_\_

The partnership does business under the legal name of:

\_\_\_\_\_

(c) Individual

The bidder is an individual whose full name is N/A \_\_\_\_\_, and, if operating under a trade name, said trade name is \_\_\_\_\_.

Dated 20<sup>th</sup> February, 2025

(Seal - If Corporation)  
(Sign Here)

BOWEN ENGINEERING CORPORATION  
Legal Entity

By: AARON PURDUE

*AP*

Telephone No. 317.842.2616

Subscribed and sworn to before me this 20<sup>th</sup> day of FEBRUARY, 2025.

*Laura Elin Dabney*

Notary Public

My Commission Expires:

OCTOBER 17, 2032

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Bowen Engineering Corporation  
 (hereinafter called the Principal) and Continental Casualty Company  
 \_\_\_\_\_,  
 (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of  
Illinois with its principal offices in the City of Chicago  
 and authorized to do business in the State of Tennessee are held and firmly  
 bound unto the City of Mt. Juliet, Tennessee (hereinafter called the Owner), in the full and just sum of  
 Five Percent of the Maximum Amount of the Total Bid Dollars (\$ 5% )

good and lawful money of the United States of America, to be paid upon demand of the Owner, to which  
 payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors,  
 administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted to the Owner, a proposal for  
 furnishing all labor, materials, equipment and incidentals necessary to furnish and install the Equalization  
 Basin and Pump Station project.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified  
 bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted,  
 the Principal shall, within fifteen days after the date of receipt of a written notice of award of contract,  
 execute a contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth  
 therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract  
 performance bond payable to the Owner, in an amount of One Hundred Percent (100%) of the total  
 contract price in form and with security satisfactory to said Owner, then this obligation to be void;  
 otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal  
 to comply with any or all of the foregoing requirements within the time specified above, immediately pay  
 to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States  
 of America.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed  
 and sealed this 25th day of February, 2025.

Bowen Engineering Corporation  
 \_\_\_\_\_  
 Principal

BY A.P.  
Aaron Purdue, Vice President of operations (Seal)

Continental Casualty Company  
 \_\_\_\_\_  
 Surety

Robert L. Sherfick, Attorney-in-Fact (Seal)

Countersigned D.J. Bowles  
David Bowles

Local Resident Producing Agent for Continental Casualty Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Jason D McEldowney, Katie Pikula, John W Hannon III, Robert L Sherfick, Individually**

of Carmel, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of September, 2023.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of September, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 25th day of February, 2025.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

**Authorizing By-Laws and Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
 (hereinafter called the Principal) and \_\_\_\_\_

\_\_\_\_\_,  
 (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of \_\_\_\_\_  
 with its principal offices in the City of \_\_\_\_\_  
 and authorized to do business in the State of \_\_\_\_\_ are held and firmly  
 bound unto the City of Mt. Juliet, Tennessee (hereinafter called the Owner), in the full and just sum of  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

good and lawful money of the United States of America, to be paid upon demand of the Owner, to which  
 payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors,  
 administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted to the Owner, a proposal for  
 furnishing all labor, materials, equipment and incidentals necessary to furnish and install the Equalization  
 Basin and Pump Station project.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified  
 bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted,  
 the Principal shall, within fifteen days after the date of receipt of a written notice of award of contract,  
 execute a contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth  
 therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract  
 performance bond payable to the Owner, in an amount of One Hundred Percent (100%) of the total  
 contract price in form and with security satisfactory to said Owner, then this obligation to be void;  
 otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal  
 to comply with any or all of the foregoing requirements within the time specified above, immediately pay  
 to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States  
 of America.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed  
 and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Principal

BY \_\_\_\_\_  
 (Seal)

\_\_\_\_\_  
 Surety

\_\_\_\_\_  
 (Seal)

Countersigned \_\_\_\_\_

Local Resident Producing Agent for \_\_\_\_\_

# STATEMENT OF COMPLIANCE CERTIFICATE DRUG POLICY

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that BOWEN ENGINEERING CORPORATION have fully complied with all the requirements of TCA § 50-9-113 and TCA § 50-9-114 Tennessee Code Annotated; Title 50; attached herewith for reference.

- The City of Mt. Juliet; Department of Public Works operates a drug-free workplace program as certified under this chapter.
- The City of Mt. Juliet's drug-free workplace program provides for testing of employees for workplace use of drugs or alcohol.
- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Mt. Juliet.

Note: All prospective Bidders may review the City of Mt. Juliet's drug-free workplace program by contacting the City of Mt. Juliet; Department of Public Works at the location provided in the Invitation to Bid.

Signed: AR

State of INDIANA )  
 ) ss  
County of MADISON )

Personally appeared before me, LAURA ELAINE DANEY the undersigned Notary Public, ARON FURDUE, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the BOWEN ENGINEERING, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this 20TH day of FEBRUARY, 2025.

Laura Elaine Daney  
Notary Public

My commission expires OCTOBER 17TH, 2032

Source: Tennessee Code/TITLE 50 EMPLOYER AND EMPLOYEE /CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS /50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.

**50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.**

(a) The state or any local government, including departments, divisions, or agencies thereof, shall include within any bid or procurement specifications for construction services the following information:

(1) A statement as to whether the government entity issuing a construction service bid or other procurement specification operates a drug-free workplace program as certified under this chapter or operates any other program that provide for testing of employees for workplace use of drugs or alcohol;

(2) If operating such a program, a statement that describes the government entity's drug-free workplace or alcohol and drug testing program; and

(3) A statement that all bidders or proposals for construction services are required to submit an affidavit as part of their bid, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the governmental entity.

(b) Unless suit is filled in chancery court, employers shall have seven (7) calendar days to contest a contract entered into by employers subject to the provisions of this section with a local government or state government. Employers that do not contest such contracts within seven (7) calendar days by filing suit in chancery court shall waive their rights to challenge such contracts for violating the provisions of this section. Such contracts shall be contested in chancery court in the county where the contract was entered. The trial of the alleged violation of the provisions of this section shall be expedited by giving it priority over all cases on the trial docket, except workers' compensation cases.

[Acts 2002, ch. 693, § 1.]

STATEMENT OF COMPLIANCE CERTIFICATE  
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that BOWEN ENGINEERING CORPORATION  
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 878.

Signed: 

State of INDIANA )  
 ) ss  
County of MARION )

Personally appeared before me, LAURA ELAINE DABNEY the undersigned Notary Public,  
AARON PURDUE, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the BOWEN ENGINEERING, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this 20TH day of FEBRUARY, 2025

  
Notary Public

My commission expires OCTOBER 17TH 2032



**Chapter No. 878] PUBLIC ACTS, 2006**

SECTION 2. The commissioner of finance and administration is authorized to promulgate rules and regulations to effectuate the purposes of this act. All such rules and regulations shall be promulgated in accordance with the provisions of Tennessee Code Annotated, Title 4, Chapter 5.

SECTION 3. For the purpose of promulgating rules, this act shall take effect upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect January 1, 2007, the public welfare requiring it.

**PASSED: May 25, 2006**

**APPROVED this 15<sup>th</sup> day of June 2006**

  
JIMMY RAIFEH, SPEAKER  
HOUSE OF REPRESENTATIVES

  
JOHN S. WILDER  
SPEAKER OF THE SENATE

  
PHIL BREDESEN, GOVERNOR

STATEMENT OF COMPLIANCE CERTIFICATE  
NON-BOYCOTT OF ISRAEL

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that BOWEN ENGINEERING CORPORATION  
fully complies with all the requirements of Chapter No. 775 (House Bill No. 2673 and Senate Bill No. 1993) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part 127, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 775.

Signed: \_\_\_\_\_

State of INDIANA )  
 ) ss  
County of MARION )

Personally appeared before me, LAURA ELAIN DABNEY the undersigned Notary Public, AARON PURDUE, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the BOWEN ENGINEERING, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this 20<sup>TH</sup> day of FEBRUARY, 2025.

Laura Elain Dabney  
Notary Public

My commission expires OCTOBER 17<sup>TH</sup> 2032

## NON-COLLUSION AFFIDAVIT

Each Contractor submitting a bid must fill out the following Affidavit:

STATE OF INDIANA )  
 )ss  
COUNTY OF MARION )

Affiant, ARRON PURDUE,  
makes oath that he is the VICE PRESIDENT OF OPERATIONS of  
the BOWEN ENGINEERING CORPORATION; and that the only parties directly  
or indirectly interested in this Contract are named herein; and that neither the Mayor, Alderman,  
Commissioner or any other City Official is directly or indirectly interested in this Contract or the  
proceeds thereof; and that the undersigned affiant has not given or donated or promised to give  
or donate directly or indirectly to any official or employee of the City of Mt. Juliet, Tennessee or  
to anyone else for his benefit any sum of money or other thing of value for aid or assistance in  
obtaining this Contract.

Signed: Laura Elaine Dancy

Subscribed and sworn to before me this

20<sup>TH</sup> day of FEBRUARY, 2025.

LAURA ELAINE DANCY

CITY OF MT JULIET, TENNESSEE DEPARTMENT OF PUBLIC WORKS EQUALIZATION BASIN AND PUMP STATION BID DATE: FEBRUARY 25, 2025 WMS PROJECT NO. 23135			Bowen Engineering Corporation 8802 N. Meridian St. Indianapolis, IN 46260 TN License No. 45044		Judy Construction Company 103 S Church Street Cynthiana, KY 41031 TN License No. 27654		Cumberland Valley Constructors, Inc 2518 Plum Street Nashville, TN 37207 TN License No. 63464		W&O Construction Co., Inc. 150 Construction Dr. Livingston, TN 38570 TN License No. 8039		J. Cumby Construction, Inc. 165 W. Broad St. Cookeville, TN 38501 TN License No. 60508		Reeves Young, LLC 4101 Charlotte Avenue, Suite E205 Nashville, TN 37209 TN License No. 70709		Smith Contractors, Inc. 1241 Bypass N. Lawrenceburg, KY 40342 TN License No. 27927		Cleary Construction Inc. 2006 Edmonton Road Tompkinsville, KY 42167 TN License No. 41957			
ITEM	DESCRIPTION		QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
A.	<u>LUMP SUM BID</u>																			
1	The base bid for the furnishing of all labor, materials and equipment required for a complete operating installation as described in the Contract Documents and including all Items of Major Equipment listed as Sub-Item (a.) in the following Tabulation of Major Equipment Items, the Lump Sum of		LS		\$15,876,059.00		\$15,849,900.00		\$17,540,665.00		\$16,416,000.00		\$16,400,000.00		\$19,343,800.00		\$19,859,000.00		\$16,334,000.00	
2	The base bid for the furnishing of all labor, materials, and equipment for work associated with the mass grading of the project site including the removal and offsite disposal of all excavated materials, for the Lump Sum of		LS		\$1,686,270.00		\$2,000,000.00		\$2,102,010.00		\$3,600,000.00		\$4,250,000.00		\$1,750,000.00		\$1,200,000.00		\$6,650,000.00	
B.	<u>UNIT PRICE CONSTRUCTION ITEMS</u>																			
3	Square yards of 2-inch Asphaltic Concrete Course, complete in place		5,750 SY	\$30.68	\$176,410.00 *	\$19.00	\$109,250.00	\$17.00	\$97,750.00	\$18.00	\$103,500.00	\$19.50	\$112,125.00	\$18.00	\$103,500.00	\$20.00	\$115,000.00	\$20.00	\$115,000.00	
4	Square yards of 8-inch C.W. Binder Course, complete in place		5,750 SY	\$73.64	\$423,430.00 *	\$76.00	\$437,000.00	\$62.00	\$356,500.00	\$29.00	\$166,750.00	\$71.00	\$408,250.00	\$31.00	\$178,250.00	\$77.00	\$442,750.00	\$70.00	\$402,500.00	
5	Square yards of 12-inches Class A compacted aggregate stone base, complete in place		5,750 SY	\$18.41	\$105,857.50 *	\$33.00	\$189,750.00	\$21.30	\$122,475.00	\$23.00	\$132,250.00	\$24.50	\$140,875.00	\$23.00	\$132,250.00	\$20.00	\$115,000.00	\$25.00	\$143,750.00	
C.	<u>SUPPLEMENTAL UNIT PRICE FOUNDATION ITEMS ORDERED BY THE</u>																			
6	Supplemental Unclassified Excavation, complete in place.		300 CY	\$37.00	\$11,100.00	\$87.00	\$26,100.00	\$47.00	\$14,100.00	\$22.00	\$6,600.00	\$100.00	\$30,000.00	\$40.00	\$12,000.00	\$20.00	\$6,000.00	\$60.00	\$18,000.00	
7	Granular Refill, complete in place.		300 CY	\$92.50	\$27,750.00	\$85.00	\$25,500.00	\$86.00	\$25,800.00	\$80.00	\$24,000.00	\$100.00	\$30,000.00	\$90.00	\$27,000.00	\$50.00	\$15,000.00	\$75.00	\$22,500.00	
8	Class A Concrete, complete in place.		50 CY	\$555.00	\$27,750.00	\$750.00	\$37,500.00	\$240.00	\$12,000.00	\$400.00	\$20,000.00	\$1,000.00	\$50,000.00	\$270.00	\$13,500.00	\$150.00	\$7,500.00	\$1,400.00	\$70,000.00	
9	Reinforcing Steel, complete in place.		10,000 LBS	\$1.04	\$10,400.00 *	\$1.25	\$12,500.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$2.00	\$20,000.00	\$1.20	\$12,000.00	\$2.00	\$20,000.00	\$2.00	\$20,000.00	
10	Class C Concrete, complete in place.		250 CY	\$419.58	\$104,895.00	\$450.00	\$112,500.00	\$230.00	\$57,500.00	\$180.00	\$45,000.00	\$500.00	\$125,000.00	\$220.00	\$55,000.00	\$100.00	\$25,000.00	\$225.00	\$56,250.00	
11	Ductile Iron Fittings, complete in place.		10,000 LBS	\$9.50	\$95,000.00	\$11.00	\$110,000.00	\$5.00	\$50,000.00	\$10.00	\$100,000.00	\$12.00	\$120,000.00	\$6.77	\$67,700.00	\$2.00	\$20,000.00	\$10.00	\$100,000.00	
	<u>Total of All Unit Price and Lump Sum Construction Items 1 - 11</u>				\$18,544,921.50 *		\$18,910,000.00		\$20,388,800.00		\$20,624,100.00 *		\$21,686,250.00		\$21,695,000.00		\$21,825,250.00 *		\$23,932,000.00	
Section No.	Item No.	TABULATION OF MAJOR EQUIPMENT ITEMS		Manufacturer Or Supplier																
16F	1	Motor Control Centers		(a) Square D			\$232,232.00	\$232,232.00		\$232,232.00		\$232,232.00		\$232,232.00		\$232,232.00		\$232,232.00		\$232,232.00
				(b) Cutler																
				(c) Siemens			\$215,062.00	\$219,000.00		\$215,062.00		\$215,062.00		\$215,062.00		\$215,062.00		\$215,062.00		\$215,062.00
				(d) GE																
				(e)																
22B	1	Pumps		(a) Flygt			\$285,000.00	\$285,000.00		\$285,000.00		\$285,000.00		\$285,000.00		\$285,000.00		\$285,000.00		\$285,000.00
				(b) KSB			\$215,060.00					\$215,060.00		\$215,060.00		\$215,060.00				
				(c) Wilo								\$215,000.00								
				(d) Fairbanks													\$201,457.00			
24C	1	SCADA System		(a) Prime			\$182,000.00	\$182,000.00		\$205,000.00		\$182,000.00		\$182,000.00		\$182,000.00		\$205,000.00		\$182,000.00
				(b) MR			\$209,737.00					\$210,000.00					\$209,737.00			
				(c) Revere													\$169,345.00			
				(d)																
23B	1	Odor Control System		(a) Evoqua			\$205,000.00	\$205,000.00		\$215,000.00		\$205,000.00		\$237,500.00		\$237,900.00		\$215,000.00		\$215,000.00
				(b) PrueAir			\$120,000.00					\$120,000.00								
				(C) Perry			\$89,000.00													
				(d)																
25A	1	Prestressed Tanks		(a) CROM			\$6,100,000.00	\$6,100,000.00		\$6,250,000.00		\$6,100,000.00				\$6,250,000.00		\$6,100,000.00		\$6,695,185.00
				(b) Preload																
				(c) Precon			\$6,380,000.00	\$6,125,000.00		\$6,380,000.00		\$5,916,000.00		\$5,955,000.00		\$6,226,580.00		\$5,955,000.00		\$6,928,975.00
				(d)																

\* error corrected

I hereby certify that this is a true and correct bid tab with all arithmetic errors corrected

Steven M Jones  
Water Management Services, LLC

2/26/2025  
Date



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

February 28, 2025

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

RE: City of Mt. Juliet; Dept. of Public Works  
Equalization Basin and Pump Station  
(WMS No. 23135)

Dear Mr. Shamanur:

We have completed our review of the bids received at 2:00 p.m. on February 25, 2025 for the above referenced project. Our review of the bids found that three bids contained an arithmetical error, which were corrected. These errors did not change the ranking of the bids as read aloud. A copy of the bid tabulation is attached for your review and a ranking of these bids is as follows:

	<u>CONTRACTOR RANKING</u>	<u>TOTAL BID</u>
1	Bowen Engineering Corporation	\$18,544,921.50
2	Judy Construction Company	\$18,910,000.00
3	Cumberland Valley Constructors, Inc.	\$20,388,800.00
4	W&O Construction Co. Inc.	\$20,624,100.00
5	J. Cumby Construction, Inc.	\$21,686,250.00
6	Reeves Young, LLC	\$21,695,000.00
7	Smith Contractors, Inc.	\$21,825,250.00
8	Cleary Construction Inc.	\$23,932,000.00

As indicated by the ranking, Bowen Engineering Corporation was found to be the lowest bidder for the project with a low bid of \$18,544,921.50. Based on our review of project references provided and past performance of this firm, we find that Bowen Engineering Corporation has a satisfactory "track record" of completed work on projects similar to this project.

The bidding document for this project allows for the selection of designated items of major equipment. A listing of those major equipment items and the bidder's installed price is also included with the attached bid tabulation. Based on the tabulation of major equipment items, and a review of the proposed equipment, we recommend the selection of the following manufacturers of major equipment:

<u>Description of Equipment</u>	<u>Recommended Manufacturer</u>
Motor Control Center	Square D
Pumps	Flygt
SCADA System	Prime Controls
Odor Control System	Evoqua
Prestressed Tanks	CROM



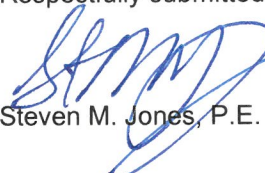


The selection of the above manufacturers of major equipment items does not result in a reduction in the bid amount of the contract. In accordance with the provisions of the bidding documents and upon the acceptance of that recommendation, the awarded amount for the bid will be \$18,544,921.50.

If the City accepts this recommendation and awards this project to Bowen Engineering Corporation, then a Contract can be entered into between the City of Mt. Juliet and Bowen Engineering Corporation provided this firm can obtain the required bonds and insurance.

Please contact us if you have any questions regarding the above.

Respectfully submitted,



Steven M. Jones, P.E.

Enclosures

Ccs: Mr. Kenny Martin, City Manager, w/enclosure, via email  
Ms. Dana Hire, City Finance Director, w/enclosure  
Mr. Tim Forkum, Utilities Director, w/enclosure via email  
Ms. Donna Howard, Administrative Assistant, w/enclosure, via email



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1105  
14.A.

**Agenda Date:** 3/10/2025

**Agenda #:**

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**Title:**

Alcoholic Beverage Board Appointment

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**Sec. 4-28. Membership; terms.**

The city alcoholic beverage board shall consist of five members, to be appointed by the mayor and approved by the city commission. Members shall serve terms of five years each and must be residents of the city at all times they are members of the board. Any vacancy other than the expiration of a term shall be filled for the remainder of the term. The members presently constituting the city alcoholic beverage board shall continue to serve as the city alcoholic beverage board. Their terms shall expire in the order of their appointment to the board commencing April 1, 1997, with one position expiring each year.

(Code 1997, § 2-2-020; Ord. No. 2006-35, § 1(A), 8-14-2006; Ord. No. 2007-51, 3-26-2007; Ord. No. 2013-11, § 1, 1-28-2013)