Mt. Juliet, Tennessee

Board of Commissioners

Agenda

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

Monday, October 23, 2023 **6:30 PM** **Commission Chambers**

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

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

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

Presentations 6:00 PM

Donation to City Beautiful

Public Hearing 6:15 PM

A. • Amend Part B of the Unified Development Code of the City of Mt. Juliet, Tennessee, known as The Zoning Regulations (Ordinance 2001-29), Adopted October 8, 2001, as Amended, by Amending Section 2-103, Definitions of Land Use Activities, Section 3-103, Detailed Activity Listing and Section 6-102, Uses and Structures, to Permit Breweries and Microbreweries in Select Commercial Districts. **0383**

• Rezone approximately 8 acres of property on N. Mt. Juliet Rd, E. Hill Street and E. Caldwell Street, Maps 072H Group C/0721 Group A, Parcels 012.00/017.00, 018.00, 019.00, 021.00, 022.00, 024.00, 025.00, 025.01, 026.00, 027.00, from CTC and RS-40 to CTC PUD and to Adopt the Preliminary Master Development Plan for Downtown Mt. Juliet City Block

• Amend the Land Use Plan and Rezone for the property known as U-Haul, U-Box Storage located at 100 Grandview Circle, Map 052L, Group D, Parcel 017.00, From Thoroughfare Commercial to Light Industrial

Attachments: 10-23-23 2nd Reading Items

1. Call to Order & Declare a Quorum Present

2. Set Agenda

3. Invocation & Pledge of Allegiance

4. Approval of Minutes

4.A. Approval of September 25, 2023 BoC Minutes **0382**

Attachments: 9-25-23 Minutes

5. Citizens Comments

6. Commissioner Reports & Comments

7. City Manager's Report

9. Unfinished Business Ordinances on 2nd Reading

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

Sponsors: Planning Commission Positive Recommendation

Attachments: Downtown MJ City Block PMDP PUD Ord
Downtown MJ City Block Legal Desc
Downtown MJ City Block PMDP PUD Staff
Downtown MJ City Block Ex B Map

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

Sponsors: Planning Commission Positive Recommendation

Attachments: U-Haul PMDP Ord
U-Haul Legal Description
U-Haul LUA PMDP PUD Staff
U-Haul PMDP PUD Exhibit B

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

Sponsors: Planning Commission Positive Recommendation

Attachments: U-Haul LUA Ord
U-Haul Legal Description
U-Haul LUA PMDP PUD Staff
U-Haul LUA Exhibit B

11. New Business Ordinances 1st Reading

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

Sponsors: Planning Commission Positive Recommendation

Attachments: 2023.09.21 105 Cedar Grove Church Rd Sewer - PC Staff Report
2023.10.23 105 Cedar Grove Church Rd Exec Summary
1491 Nonaville Sewer Availability Ltr
2023.10.23 Ordinance 105 Cedar Grove Church Rd Sewer

Legislative History

9/21/23	Planning Commission	positive recommendation

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

Sponsors: Planning Commission Negative Recommendation

Attachments: Kane Cove Nonaville Rd Sewer Availability
2023.10.23 3150 Nonaville Rd Sewer _OOC Sewer_ORD
2023.10.23 3150 Nonaville Rd Sewer - Exec Summary
2023.09.21 3150 Nonaville Rd Sewer - PC Staff Report
10.23.2023 KANE COVE PETITION LETTER

Legislative History

9/21/23	Planning Commission	**negative recommendation

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

Sponsors: Planning Commission Positive Recommendation

Attachments: 9911 Central Pike Sewer _OOC Sewer_ORD
Sewer Availability MWAM Subdivision
2020.03.23 9911 Central Pike Sewer - Exec Summary
2023.09.21 9911 Central Pike - PC Staff Report

Legislative History

9/21/23	Planning Commission	**negative recommendation to the Board of Commissioners

11.D. AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF MT. JULIET, TENNESSEE MUNICIPAL ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF MT. JULIET, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM **0351**

Sponsors: Martin

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

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

Sponsors: Martin

Attachments: Amend 23-24 budget Special Census
Amend 23-24 Ex Sum budget Special Census

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

Sponsors: Maness

Attachments: Chapter 12 Fire Prevention and Protection (003)
Chapter_12___FIRE_PREVENTION_AND_PROTECTION_(002)

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

Sponsors: Justice

Attachments: Chapter 12 Ord Fire Prevention and Protection
Fireworks City Code Amendment

11.H. AN ORDINANCE TO REZONE APPROXIMATELY 37.84 ACRES OF PROPERTY ON LEBANON ROAD, MAP 054, PARCEL 005.00 FROM RS-40, CRC, CG TO RM-8 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE BLUFFS AT CEDAR CREEK **0386**

Sponsors: Justice

Attachments: Bluffs Cedar Creek Ord for 10-23-23 1st Reading
Bluffs Cedar Creek Rezone map
Bluffs Cedar Creek Revised Staff Report
Bluffs Cedar Creek Orig Staff Report

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

Sponsors: Planning and Zoning and Howell

Attachments: Golden Bear Place Subdivision_RZ_SR
Golden Bear Place Subdivision RZ_ORD
Golden_Gateway_9_12_23
Golden Bear Place Legal Desc

Resolutions - Consent Agenda

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

Sponsors: Martin

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

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

Sponsors: Martin

Attachments: Approve TN Law Enforce Hiring training recruit Grant
Executive Summary - Application for Grant funding for TN Law Enforcement Hiring and Recruitment Grant
TN Law Enforcement Hiring Training and Recruitment Grant contract

C. A RESOLUTION OF SUPPORT TO THE NATION OF ISRAEL. **0385**

Sponsors: Justice and Maness

Attachments: Support Nation of Israel

D. A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE PURCHASE PRICE OF THE PROPERTY LOCATED AT 1025 CHARLIE DANIELS PARKWAY AND TO BRING A SALES AGREEMENT BACK TO THE BOARD OF COMMISSIONERS FOR FINAL APPROVAL **0387**

Sponsors: Martin

Attachments: Negoiate purchase price of CD Pkwy property

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

Sponsors: Martin

Attachments: GE Merritt Approve agreement for 115 Clemmons Rd Remodel
GE Merritt Agreement for 115 Clemmons Rd Remodel.docx

F. APPOINTMENTS: **0384**

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

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

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

Sponsors: Maness

12. Adjournment

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

Mt. Juliet, Tennessee

Staff Report

File #: 0383 **Agenda Date:** 10/23/2023 **Agenda #:** A.

Title:

- Amend Part B of the Unified Development Code of the City of Mt. Juliet, Tennessee, known as The Zoning Regulations (Ordinance 2001-29), Adopted October 8, 2001, as Amended, by Amending Section 2-103, Definitions of Land Use Activities, Section 3-103, Detailed Activity Listing and Section 6-102, Uses and Structures, to Permit Breweries and Microbreweries in Select Commercial Districts.

- Rezone approximately 8 acres of property on N. Mt. Juliet Rd, E. Hill Street and E. Caldwell Street, Maps 072H Group C/0721 Group A, Parcels 012.00/017.00, 018.00, 019.00, 021.00, 022.00, 024.00, 025.00, 025.01, 026.00, 027.00, from CTC and RS-40 to CTC PUD and to Adopt the Preliminary Master Development Plan for Downtown Mt. Juliet City Block

- Amend the Land Use Plan and Rezone for the property known as U-Haul, U-Box Storage located at 100 Grandview Circle, Map 052L, Group D, Parcel 017.00, From Thoroughfare Commercial to Light Industrial

Public Notice

The Board of Commissioners of the City of Mt. Juliet will have a Public Hearing on Monday, October 23, 2023, at 6:15 p.m. at City Hall, 2425 N. Mt. Juliet Rd., for the 2nd and Final Reading on the following:

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

The Public is invited to attend and comment.

Kenny Martin, City Manager
City of Mt. Juliet

Mt. Juliet, Tennessee

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

Staff Report

File #: 0382 **Agenda Date:** 10/23/2023 **Agenda #:** 4.A.

Title:

Approval of September 25, 2023 BoC Minutes

MINUTES

September 25, 2023

MT. JULIET
BOARD OF COMMISSIONERS

6:30 PM Commission Chambers 2425 North Mt. Juliet Road Mt. Juliet, TN 37122

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1. Work Shop 5:15 PM

Present: Mayor Maness, Vice Mayor Trivett, Commissioners Justice and Milele.

Mayor Maness called the Work Shop to order at 5:16 PM with an adjournment at 6:00 PM

Commissioner Milele stated this is a discussion about City Hall and not the Downtown Project. As the community grows, City Government grows. Commissioner Milele stated her reasons for co-sponsoring this work shop. Her constituents are more concerned over roads vs. a new City Hall. We now have property on Clemmons Road and purchased property that will hold 3 different departments.

Mayor Maness stated is not throwing shade on the Downtown project.

Commissioner Justice stated he likes the Imagine 1 project. City Hall is taking up revenue producing space. We do need to get out of this building. This building has severed it's purpose and it needs to be gone.

Mayor Maness stated the roadway improvement is still under design. There will always be road projects that need to be completed. This building has run it's course.

3 options: Clemmons Road, move City Hall somewhere and put the whole area up for sale for or do we want to try to renovate this place or have Imagine 1 assist.

Vice Mayor Bill Trivett stated he has been looking at something like Proposal B. An aquatics center is wanted. This would help support our school swim teams. He would like some updated numbers from Imagine 1, which has always been his concern.

Commissioner Justice stated one option was to build a City Hall in the downtown area at cost plus. We have spoke on an aquatics center on Clemmons Road, which would come from Hotel/Motel Tax.

Mayor Maness the construction of a City Hal at cost plus. We have to coordinate the construction and tear down.

Discussion was held on the proposals presented.

Vice Mayor Trivett asked Imagine 1 if it is cost plus could it be on the Clemmons Road property.

Matt Gardner, they are happy to consider all options, but the off-site would be a higher price.

Vice Mayor Trivett questioned if we have number of the staff that will be in either building. And the pros and cons of having staff at different locations.

City Manager Kenny Martin stated he could provide that information prior to 2nd reading. Once E. Hill opens up to Clemmons Road the location will not be an issue.

Mark Lineberry stated we are talking lots of property from the City Hall. and we are building 250K of office space. You are getting an almost free City Hall for this property. We haven't seen the final price and the construction cost is unknown. Without City Hall we are building phase 2 of Vintage Station.

Commissioner Ray Justice wants a purchase price from Imagine 1.

Brian Hauser, the previous price mentioned was an estimate. The city insures City Hall for $2 million. Discussion was held on the estimated property values.

Brian and Matt will get us an offer for the land and buildings.

Commissioner Ray Justice requested offer for land and buildings, construction costs on this land and at another location.

City Manager Kenny Martin stated the city spent $5,500.00 for appraisals on all of the City properties. Our appraisal includes land and value of building, we are not just considering the land and tearing down a building.

Discussion was held on what would occur at 2nd Reading, Letter of Intent and Contract.

Brian Hauser, Imagine 1 feels this is an important conversation. You have to have honest and great debates. The City of Franklin decided in May to an historic rebuild of their City Hall. They decided they wanted to keep the current walkable downtown area with a robust city hall. Feels the walkable center of Mt. Juliet is the premise we have spent 18 months discussion.

Mayor Maness stated we have to consider site work on the Clemmons Road property. Probably the quickest path forward is to work with Imagine 1. It is a far question on why do this vs. road improvements.

Commissioner Milele stated her biggest issue is justification of a new City Hall vs. road improvements.

Vice Mayor Bill Trivett thanked Mark Lineberry and Imagine 1 for continuing to work with us.

Adjourned at 5:57 PM.

. Discussion Item

WORK SHOP CITY HALL 5:15 PM

Sponsor(s): Commissioner - District 4 Jennifer Milele, Mayor James Maness

Public Hearing 6:15 PM

Mayor Maness called the Public Hearing to order.

Citizens Comments: No pros or cons voiced.

. Discussion Item

PUBLIC NOTICE - 2ND READING

Sponsor(s): City Manager Kenny Martin

1. Rezone property located at 3910 N. Mt. Juliet Road, Map 054, Parcel 164.00, RS-40 to CTC

2. Amend FY 2023/2024 Budget to appropriate funds for the Mt. Juliet Road ADA Upgrades, Phase II Project and Reimbursement of $750,000.00 for Project Prosper/Costco

3. Amend Part B of hte Unified Development Code, Section 2-103, Definitions of Land Use Activities, Section 3-103, Detailed Activities Listing and Section 6-102, Uses and Structures, to permit Breweries and Microbreweries in select commercial districts

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2. Call to Order & Declare a Quorum Present

Attendee Name	Title	Status	Arrived
James Maness	Mayor	Present	
Ray Justice	Commissioner	Present	
Jennifer Milele	Commissioner - District 4	Present	
Scott Hefner	Commissioner - District 3	Absent	
Bill Trivett	Vice - Mayor and Commissioner	Present	

3. Set Agenda

Mayor Maness stated that without objection he would like to move 10.2 - 10.4 to consent agenda.

No objections voiced.

4. Invocation & Pledge of Allegiance

PIO Justin Beasley

5. Approval of Minutes

5.1. Action Item

APPROVAL OF MINUTES 9/11/23

Sponsor(s): City Manager Kenny Martin

Commissioner Justice concerning the Bluffs at Cedar Creek received a negative vote on 9/11/23. City Attorney Gino Marchetti in our ordinances the project can be brought back up by a member of the Planning Commission or BoC. Commissioner Justice stated he would bring this up on the agenda for 10/23/23.

RESULT:	**APPROVE [UNANIMOUS]**
MOVER:	Ray Justice, Commissioner
SECONDER:	Bill Trivett, Vice - Mayor and Commissioner
AYES:	Maness, Justice, Milele, Trivett
ABSENT:	Hefner

6. Citizens Comments

Eddie Rockensock, 273 Croft Lane: Representing DrugFree Wilco concerning the Opioid crisis to provide one lock per house to help protect kids. Tammy Grow is working on a grant to provide the lock free to the builder. If we protect one kid it is worth it. Asking for support in this.

7. Commissioner Reports & Comments

Commissioner Milele wished the Fire Department a happy 10 year birthday. We now have our own EMS Division. Pickleball tournament this weekend at Charlie Daniels Park to benefit the MJ Animal Shelter. The City will be conducting a Special Census.

PIO Justin Beasley the kick-off will be in the next few weeks.

Commissioner Justice stated that October is adopt a dog month. He visited the shelter and had a dog adopt me. Her name is MJ and she is part of the family. Mt. Juliet is a no-kill animal shelter. The staff is wonderful. Keep Commissioner Hefner in your prayers whose dog passed away this past Friday. Happy Birthday to MJFD. Thanked the Wilson County Commission for urging Mt. Juliet to have a fire department. We know have EMS and Fire second to none.

Vice Mayor Bill Trivett please remember safety since it becomes dark earlier. Happy Birthday to the MJFD. Excited about the ISO scores. Welcomed Ross Hayes to the Parks Board. Thanks to the Parks Board.

Mayor Maness has three appointments for the next meeting. Happy Birthday to the Fire Department. They work hard on the ISO rating and did a great job with the Glass Creek Apartments. Thanked WWUD for their work on the ISO ratings and planning to make sure we have water available. Pets are a big part of our families. It is real pain when you loose a pet. Ambria McGregor 5 K was a wonderful event this past weekend at Charlie Daniels Park. Everyone counts in the Special Census. This will help us bring in more money to the city for roads, fire fighters, police, etc. Each person allows us to collect more money from the state.

8. City Manager's Report

Thanked everyone in attendance. Pets are family. Thanked Chief Foulks for attending tonight. He has met with each Fire Fighter numerous times to stay in

touch. He has given the injured fire fighter and his family his full support. We hope he will be back in a few weeks. Thanked the BPAC for a nice event. Thanked the volunteers who took their time. Thanked the Department Heads.

9. Unfinished Business Consent Agenda Items:

10. Unfinished Business

Ordinances 2nd Reading

10.1. 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 2-103, DEFINITIONS OF LAND USE ACTIVITIES, SECTION 3-103, DETAILED ACTIVITY LISTING AND SECTION 6-102, USES AND STRUCTURES, TO PERMIT BREWERIES AND MICROBREWERIES IN SELECT COMMERCIAL DISTRICTS.

07/20/23	Planning Commission	RECOMMENDATION
08/14/23	Board of Commissioners	RECOMMENDATION
09/11/23	Board of Commissioners	DEFER

Sponsor(s): Positive Recommendation

Motion made by Commissioner Milele to amend said ordinance to have a cap the annual output at 50,000 barrels annually, 2nd by Mayor Maness.

Discussion was held.

City Planner Jennifer Hamblen explained the difference in brewery's. If we have a business that anticipates a larger production of barrels could be addressed at the PUD process.

Commissioner Justice will never support coming back to address something. Get it right the first time. Can we contact other micro breweries.

Motion made by Commissioner Justice to defer to 10/23/23, Commissioner Milele.

Vote on Deferral: Yea: Unanimous

RESULT:	**DEFER [UNANIMOUS] Next: 10/23/2023 6:30 PM**
TO:	Board of Commissioners
MOVER:	Jennifer Milele, Commissioner - District 4
SECONDER:	Ray Justice, Commissioner
AYES:	Maness, Justice, Milele, Trivett
ABSENT:	Hefner

10.2. Ordinance 2023-42

AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS HOUSTON'S MEAT AND PRODUCE, LOCATED AT 3910 N. MT. JULIET ROAD, MAP 054, PARCEL 164.00, RS-40 TO CTC

08/17/23	Planning Commission	RECOMMENDATION
08/28/23	Board of Commissioners	RECOMMENDATION

Sponsor(s): Positive Recommendation

All three items passed on Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Trivett, Vice - Mayor and Commissioner
SECONDER:	Ray Justice, Commissioner
AYES:	Maness, Justice, Milele, Trivett
ABSENT:	Hefner

10.3. Ordinance 2023-43

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE MT. JULIET ROAD ADA UPGRADES, PHASE II PROJECT

09/11/23	Board of Commissioners	RECOMMENDATION

Sponsor(s): City Manager Kenny Martin

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Trivett, Vice - Mayor and Commissioner
SECONDER:	Ray Justice, Commissioner
AYES:	Maness, Justice, Milele, Trivett
ABSENT:	Hefner

10.4. Ordinance 2023-44

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE CITY'S PORTION OF THE NORTHERN ROADWAY IMPROVEMENTS PER THE COSTCO DEVELOPMENT AGREEMENT

09/11/23	Board of Commissioners	RECOMMENDATION

Sponsor(s): City Manager Kenny Martin

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Trivett, Vice - Mayor and Commissioner
SECONDER:	Ray Justice, Commissioner
AYES:	Maness, Justice, Milele, Trivett
ABSENT:	Hefner

11. New Business Consent Agenda Items:

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Trivett, Vice - Mayor and Commissioner
SECONDER:	Ray Justice, Commissioner
AYES:	Maness, Justice, Milele, Trivett
ABSENT:	Hefner

11.1. Resolution 56-2023

A RESOLUTION TO DECLARE UNCLAIMED PROPERTY IN THE POLICE DEPARTMENT AS SURPLUS

Sponsor(s): City Manager Kenny Martin

11.2. Resolution 57-2023

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND RAGAN-SMITH FOR DESIGN SERVICES ON THE CENTRAL PIKE WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Sponsor(s): City Manager Kenny Martin

11.3. Resolution 58-2023

RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE GOLDEN BEAR GATEWAY AT VOLUNTEER BLVD TRAFFIC SIGNAL INSTALLATION AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

Sponsor(s): City Manager Kenny Martin

12. New Business

13. Adjournment

Without objection adjourned.

14. Due to the Columbus Day Holiday the next Regular Meeting of the Board of Commissioners will be Monday, 10/23/23 at 6:30 PM

_____

Mayor James Maness

_____

City Recorder Sheila S. Luckett, MMC

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

Mt. Juliet, Tennessee

Staff Report

File #: 0357 **Agenda Date:** 10/23/2023 **Agenda #:** 9.A.

Title:

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

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 8 ACRES OF PROPERTY ON N. MT. JULIET ROAD, E. HILL STREET AND E. CALDWELL STREET, MAPS 072H GROUP C/072I GROUP A, PARCELS 012.00/017.00, 018.00, 019.00, 021.00, 022.00, 024.00, 025.00, 025.01, 026.00, 027.00, FROM CTC AND RS-40 TO CTC PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR DOWNTOWN MT. JULIET CITY BLOCK.

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

WHEREAS, the Regional Planning Commission considered this request during their meeting of August 17, 2023, and forwarded a positive recommendation for approval to the Board of Commissioners by a vote of (4-1-0) and;

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property on N. Mt. Juliet Road, E. Hill Street and E. Caldwell Street, Maps 072H Group C/072I Group A, Parcels 012.00/017.00, 018.00, 019.00, 021.00, 022.00, 024.00, 025.00, 025.01, 026.00, 027.00, approximately 8 acres, from CTC and RS-40 to CTC PUD and adopt the Preliminary Master Development Plan for Downtown Mt. Juliet City Block.

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

SECTION 1. – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning those certain parcels of real property on N. Mt. Juliet Road, E. Hill Street and E. Caldwell Street, Maps 072H Group C/072I Group A, Parcels 012.00/017.00, 018.00, 019.00, 021.00, 022.00, 024.00, 025.00, 025.01, 026.00, 027.00, approximately 8 acres, from CTC and RS-40 to CTC PUD.

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – The Preliminary Master Development Plan for Downtown Mt. Juliet City Block (Exhibit B) is hereby adopted, except as modified herein. The Preliminary Master Development Plan shall comply with the Zoning Ordinance, be in substantial conformance with all other applicable rules, regulations and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

Planning and Zoning:

1. Remove leasing office/mail room from the list of residential amenities, that is not an amenity.
2. Provide more details on the amenities proposed in Area C, provide percentages and sq ft.
3. Provide ISR and building coverage calculations, with FMDP.
4. Sitting areas shall be located no more than 750' from residential buildings. Sitting areas shall include benches, picnic tables or other passive recreational facilities. These shall be adequately landscaped.
5. Subject to Fire Marshal comments. Multi-family buildings shall be sprinkled.
6. Screening of parking and service areas shall be achieved through ample use of trees, shrubs hedges and screen walls.
7. Required front, rear and side setback shall be accommodated for along the peripheral of the site.
8. Pedestrian connectivity shall be determined at FMDP.
9. Provide details for the proposed dog park by 1st reading.
10. Utility meters shall be screened via bricked screening structure, complimentary to building.
11. Requested waivers are subject to BOC approval.
12. Provide rooftop amenity to multifamily building.

Public Works:

1. Show the location of parking and number of stalls for each building. It is unclear how the parking is allocated and located.
2. Infiltration waiver shall be requested during the FMDP stage as a drainage report will be required for assessing this waiver request.
3. Residences shall not be on private grinder systems. All residential properties shall be served by public (excluding service laterals) gravity sewer main.
4. Upgrade sidewalks along NMJR frontage to 6' and comply with ADA guidelines. Sidewalks on E. Hill Street and E. Caldwell Street shall also be 6' in width.
5. All access to this development from Mt. Juliet Road shall be via E. Hill Street and E. Caldwell St. No individual driveways shall be allowed to access Mt. Juliet Road directly.
6. Traffic/Transportation:
    a. Each FMDP will require an updated traffic study and the city may require additional transportation improvements in addition to the improvements mentioned below.
    b. Provide a northbound right turn deceleration lane on N. Mt. Juliet Road at E. Hill Street with 160 feet of storage plus tapers, which meets TDOT's roadway deceleration standards.
    c. Widen E. Hill Street and E. Caldwell Street to 3 lanes (minor collector standard) along the entire project frontage.
    d. Additional lanes may be needed on E. Hill Street at N. Mt. Juliet Road, which will be evaluated during each FMDP review.
    e. Based on the traffic impact analysis it is projected that a traffic signal will be warranted at the intersection of E. Hill Street and Mt. Juliet Road. Provide a traffic signal warrant analysis at each FMDP submittal and at full buildout of each multi-family building. Traffic signal shall be installed if warranted. The intersection of Curd Road and Mt. Juliet Road is also projected to be warranted for a traffic signal. However, due to close proximity, a traffic signal should not be installed at both

intersections. The left turn volumes at E. Hill Street are much higher than at Curd Road. Therefore, the signal is projected to be most needed at E. Hill Street.

f. Widen Curd Road to provide a westbound left turn lane with 200 feet of storage plus tapers that is separate from the westbound right turn lane.

g. A northbound right turn lane is warranted on Mt. Juliet Road at E. Caldwell Street. However, due to right-of-way constraints, provide a northbound right turn deceleration lane on Mt. Juliet Road at E. Division Street to offset the impacts that this development will have on the overall intersection delay. The right-of-way is available at this location. The city will provide the design of this improvement, as this is currently in the design process.

West Wilson Utility District:

1. WWUD has no comments at this stage of submittal.

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

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

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

PASSED:

_____
James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

_____
Kenny Martin, City Manager

APPROVED AS TO FORM:

_____
L. Gino Marchetti, Jr.
City Attorney

Exhibit A

Being a tract of land lying in the 1st Civil District of Wilson County, Tennessee, located east of North Mount Juliet Road (State Route 171) and north of East Caldwell Street, and being more particularly described as follows:

Beginning at a 1/2-inch rebar with a yellow cap marked "W&A Eng." in the easterly margin of N. Mt. Juliet Rd., and lying on the westerly line of the City of Mt. Juliet of record in Deed Book 1343, Page 1948, in the Register's Office of Wilson County, Tennessee (R.O.W.C.,TN);

thence with the easterly margin of N. Mt. Juliet Rd., North 06 degrees 33 minutes 37 seconds East for a distance of 34.47 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.", being the southwest corner of Mark Lineberry, Trustee of The Shady Grove Road Trust, of record in Deed Book 2130, Page 1137, R.O.W.C.,TN;

thence continuing along said easterly margin, North 06 degrees 33 minutes 50 seconds East, passing a 5/8-inch rebar with a yellow cap marked “Gray RLS#2303” at a distance of 140.04 feet, and continuing for the total distance of 335.56 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.";

thence with a curve to the right for a distance of 39.71 feet, said curve having a radius of 25.00 feet, and whose long chord bears North 52 degrees 04 minutes 06 seconds East for a distance of 35.67 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.", in the southerly margin of E. Hill Street;

thence with the southerly margin of E. Hill Street, South 82 degrees 43 minutes 39 seconds East for a distance of 520.65 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.";

thence with a curve to the right for a distance of 191.98 feet, said curve having a radius of 1013.53 feet, and whose long chord bears South 77 degrees 01 minutes 43 seconds East for a distance of 191.69 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.";

thence continuing along the southerly margin of E. Hill Rd., South 72 degrees 06 minutes 52 seconds East for a distance of 99.58 feet to a 1/2-inch rebar with no cap, being the northwest corner of the property owned by the Scott & Cheri Hefner of record in Deed Book 2239, Page 2139, R.O.W.C.,TN;

thence leaving the southerly margin of E. Hill Rd. and following a fence along Hefner’s west line, South 08 degrees 17 minutes 41 seconds West for a distance of 198.82 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.";

thence leaving the west line of Hefner and continuing along Kimberly Miller’s north line of record in Deed Book 2040, Page 600, R.O.W.C.,TN, North 82 degrees 12 minutes 22 seconds West for a distance of 100.20 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng." at a fence post, and being Miller’s northwest corner;

thence with Miller’s west line, South 08 degrees 29 minutes 46 seconds West for a distance of 178.40 feet to a 1/2-inch rebar with no cap in the north margin of E. Caldwell Street, being Miller’s southwest corner and being the southeast corner of the tract described herein;

thence continuing along the northerly margin of E. Caldwell Street for the next five (5) calls:

1.) thence North 84 degrees 23 minutes 19 seconds West for a distance of 180.09 feet to a 1/2-inch rebar with no cap;
2.) thence North 83 degrees 15 minutes 55 seconds West for a distance of 202.71 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.";
3.) thence with a curve to the left for a distance of 236.54 feet, said curve having a radius of 1848.26 feet, and whose long chord bears North 86 degrees 25 minutes 54 seconds West for a distance of 236.38 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.";
4.) thence North 86 degrees 25 minutes 54 seconds West for a distance of 53.97 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.";
5.) thence with a curve to the right for a distance of 74.95 feet, said curve having a radius of 45.00 feet, and whose long chord bears North 41 degrees 09 minutes 03 seconds West for a distance of 66.58 feet to the ***Point of Beginning***, having an area of **347,375.5±** square feet or **7.97±** acres more or less;

This description was prepared by W&A Engineering, under the supervision of Loren M. Ward, a Registered Land Surveyor in the State of Tennessee, License Number 3031, and is based on information taken from an ALTA/NSPS Land Title Survey performed by W&A Engineering, Job #230293, performed in the month of August 2023.

Legal Description for Parcel 012.00 of Tax Map 072H, Group C

Being a tract of land situated in the 1st Civil District of Wilson County, Tennessee, lying east of North Mount Juliet Road (State Route 171), and being more particularly described as follows:

Beginning at a 1/2-inch rebar with no cap in the northerly margin of E. Hill Street, being the southwesterly corner of ABBA Group, LLC of record in Deed Book 1302, Page 899, in the Register's Office of Wilson County, Tennessee (R.O.W.C.,TN), and being the southeast corner of the tract described herein;

thence continuing along the northerly margin of E. Hill Street, North 81 degrees 53 minutes 05 seconds West for a distance of 128.06 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.";

thence continuing along said north margin, North 82 degrees 25 minutes 01 second West for a distance of 24.63 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.";

thence continuing along north margin with a curve to the right for a distance of 38.83 feet, having a radius of 25.00 feet, and whose long chord bears North 37 degrees 55 minutes 55 seconds West for a distance of 35.04 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.", and lying in the easterly margin of N. Mt. Juliet Rd.;

thence continuing along N. Mt. Juliet Rd., North 06 degrees 33 minutes 50 seconds East a distance of 52.87 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.", and being the beginning of a curve;

thence continuing along said curve to the right for a distance of 47.54 feet, having a radius of 1099.92 feet, and whose long chord bears North 07 degrees 48 minutes 08 seconds East for a distance of 47.54 feet to a 1/2-inch rebar with a yellow cap marked "W&A Eng.", and being the northwest corner of the tract described herein, and the southwest corner of the United States Postal Service of record in Deed Book 448, Page 226, R.O.W.C.,TN;

thence continuing along the south line of said United States Postal Service, South 81 degrees 59 minutes 18 seconds East for a distance of 180.17 feet to a 1/2-inch rebar with no cap, being at the corner of a woven wire fence line, which is also the northwest corner of ABBA Group, LLC, and the northeast corner of the tract described herein.

thence leaving the south line of the United States Postal Service and continuing with the westerly line of said ABBA Group, LLC, South 08 degrees 22 minutes 31 seconds West for a distance of 124.81 feet to the ***Point of Beginning***, having an area of **22,206.2±** square feet or **1.96±** acres more or less;

Being the same property conveyed to the City of Mt. Juliet from the Bank of Mt. Juliet in Deed Book 444, Page 501, R.O.W.C.,TN. The Bank of Mt. Juliet is now known as First American National Bank by merger effective January 01, 1990, as evidenced by the Secretary's Certificate of record in Book 663, Page 478, R.O.W.C.,TN.

This description was prepared by W&A Engineering, under the supervision of Loren M. Ward, a Registered Land Surveyor in the State of Tennessee, License Number 3031, and is based on information taken from an ALTA/NSPS Land Title Survey performed by W&A Engineering, Job #230293, in August of 2023.

M E M O R A N D U M

Date: August 17, 2023

To: Luke Winchester, Chairman and Planning Commission

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

Re: Downtown Mt. Juliet City Block PMDP PUD
Map – 072H Group C/072I Group A
Parcels – 012.00/024.00, 025.00, 025.01, 026.00, 027.00, 027.01, 017.00, 018.00, 019.00, 022.00, 021.00

Request: Submitted by Imagine 1, the applicant seeks a Preliminary Master Development Plan and Rezone approval for the Downtown Mt. Juliet PUD, a mixed-use development in District 3 at N. Mt. Juliet Road, E. Hill Street & E. Caldwell Street.

Description: The subject property is located on the east side of N. Mt. Juliet Road, between E. Hill St. and E. Caldwell St, except one parcel (Corley's). The proposal encompasses 12 parcels in the area stretching from N. Mt. Juliet Rd. east towards Ridgecrest Dr. The entire development site will encompass an area of 8.00 acres and will include administrative office, commercial and residential uses in eight structures. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Downtown MJ	Neighborhood Commercial	N/A	CTC & RS-40	CTC PUD

Future Land Use Plan: The City's Future Land Use Map identifies the property as Neighborhood Commercial. Surrounding Land Use classifications are Neighborhood Commercial. No change is requested.

Zoning: Current zoning CTC and RS-40, requested is CTC PUD.

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

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

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

Preliminary Master Development Plan:

Bulk Regulations: The proposal calls for eight buildings within the PUD boundary. The residential density proposed is 30.625 units/acre, 245 units over the development area of 8.46 acres. Commercial uses total 199,981sf of the site (54%) overall. Commercial uses in mixed use buildings includes 91,000sf (29%). A summary of the buildings:

Building 1: 32,200sf, three stories, grocery, retail, office
Building 2: 6,500sf. two stories, retail, restaurant
Building 3: 28,000sf, three stories, office, restaurant
Building 4: 20,000sf, four stories, city hall
Building 5: four stories + basement , 245 residential units + commercial
Building 6: two story, 208 space parking garage
Building 7: 4,500sf, two stories, retail, restaurant
Building 8: three story, 15 townhomes

The site data table lacks building coverage and impervious surface information this shall meet code upon FMDP submittal.

Parking: Parking is identified at 673. This includes, subgrade parking, a parking structure, parallel parking along W Caldwell and surface parking. The COMJ parking standards require 815, for the proposed uses. A Shared Parking Study was provided analyzing the minimum number of parking spaces required to accommodate the combined proposed uses. The study compares fluctuations in parking demands, throughout the day, week and year. According to this study, prepared by KCI Technologies, the required parking for this mixed use development is 562 spaces. While this number is 31% lower than city parking standards, the site is overparked by 79 spaces. Staff supports the findings of this study. A mixed use development is supposed to promote a more walkable development by providing various uses throughout, as well as the ease of pedestrian connectivity. Staff opines that this plan meets that intent.

Permitted Uses: Identified are multifamily, administrative services, banking, financial and real estate services, convenience retail and services (gasoline sales not a permitted use), entertainment/amusement services limited, general retail sales and services, general business and communication services, professional services medical and nonmedical, restaurant full service, restaurant take out.

Amenities: Proposed amenities include a central plaza, shared plaza/greenspace, and the residential amenities proposed for the multifamily. The plan proposes 20% amenities, which meets code.

Waivers & Variances: A number of waivers and variances are sought as part of this Preliminary Master Development Plan approval as listed below:

1. 6-102A: Grocery store to have no minimum area. (6-102A requires 20,000 minimum) STAFF SUPPORTS
2. 6-103A: Maximum building height up to 70'. STAFF SUPPORTS CODE MAX OF 50' (four stories)
3. 6-103.7: No less than 85% masonry for all building facades. Secondary materials to include cementitious material, metal, and terra-cotta-esque. STAFF SUPPORTS
4. 5-104.1: To allow rooftop mounted HVAC on multifamily buildings and screened by a parapet or separate screening device. STAFF SUPPORTS
5. 5-104.1: Amenities for the multifamily will be contained within the building footprint. The applicant does not need to request this variance, while a "clubhouse" 2,000+ feet in size is not proposed, adequately sized amenities are provided internally, which meets the intent of the code.
6. 5-104.1: Omit playgrounds in lieu of other amenities. STAFF SUPPORTS
7. 5-104.1: Eliminate fencing along internal property lines, as required per multi-family design standards. STAFF SUPPORTS in all areas except where the project abuts single family residential.
8. Required low maintenance fence at the rear property line buffer can be placed on the property line, rather than the interior of the buffer as required. STAFF SUPPORTS
9. Administrative office parking requirement of 1/400sf, in lieu of the required 1/300sf. STAFF SUPPORTS, as there will be shared parking throughout.
10. Multifamily parking to be 1 space/1bedroom or studio in lieu of 1.5 space. STAFF SUPPORTS, shared parking is provided.
11. 6-103A: Yard requirements in the PUD boundary as follows: front along NMJR, sides along E. Caldwell and E. Hill, rear along east boundary. No internal yards or setbacks to be required for any platted lot within the PUD boundary and no other special yard requirement shall apply. STAFF SUPPORTS, subject to Fire Marshal recommendation.
12. Parking spaces in the structured parking deck of 8'x18' minimally. STAFF DOES NOT SUPPORT, parking stalls shall be 9'x17.5 as required.
13. The residential density shall be 31 units/acre. Due to the urban nature of this project STAFF SUPPORTS,this is consistent with Vintage Station.
14. Street landscape yards an average of 10' wide along all public right-of-way, Section 10-112. STAFF SUPPORTS but reserves the right to request additional plantings if needed at FMDP.
15. 5-104.1: Excess of 12 residential units/floor, on a single unbroken frontage. STAFF SUPPORTS as this is not garden style in nature.
16. Access points to residential parking structure to be less than 200' apart. PW STAFF SUPPORTS
17. To allow shared parking as proposed, minimum of 673 spaces. STAFF SUPPORTS
18. The following signage elements to be permitted in the PUD: **STAFF DOES NOT SUPPORT AT THIS TIME**. Applicant will need submit renderings and supporting documentation to further define the specific request prior to second reading of the PMDP.
    a. 15' tall monument signs.
    b. Two monument signs on NMJR.
    c. One monument sign on E. Hill.
    d. One monument sign on E. Caldwell.
    e. Vertical Signage allowed on all facades including blade signage up to 25' in height.
    f. Signage to be permitted on canopies.

g. Directional signage to be allowed at all entries.
h. Off premise signs permitted.
i. Tenants permitted up to three signs for each establishment.
j. At each façade, at each street frontage, a sign of 150sf permitted, proportions to be decided by future tenants.
k. General signage height up to 10'.
l. Signage permitted to have multiple colored lights.

Summary: This is a complex proposal, staff has worked diligently with the applicant to get the plans where they are today. While there are a gross number of variances requested, the city zoning ordinance does not address more urban mixed use developments. Staff opines this plan is acceptable moving forward to the BOC.

Recommendation: Staff recommends forwarding the Rezone and Preliminary Master Development Plan for the Downtown PUD to the Board of Commissioners with a recommendation for approval, subject to the conditions below.

Planning and Zoning:

1. Remove leasing office/mail room from the list of residential amenities, that is not an amenity.
2. Provide more details on the amenities proposed in Area C, provide percentages and sq ft.
3. Provide ISR and building coverage calculations, with FMDP.
4. Sitting areas shall be located no more than 750' from residential buildings. Sitting areas shall include benches, picnic tables or other passive recreational facilities. These shall be adequately landscaped.
5. Subject to Fire Marshal comments. Multi-family buildings shall be sprinkled.
6. Screening of parking and service areas shall be achieved through ample use of trees, shrubs hedges and screen walls.
7. Required front, rear and side setback shall be accommodated for along the peripheral of the site.
8. Pedestrian connectivity shall be determined at FMDP.
9. Provide details for the proposed dog park by 1st reading.
10. Utility meters shall be screened via bricked screening structure, complimentary to building.
11. Requested waivers are subject to BOC approval.
12. Provide rooftop amenity to multifamily building.

Public Works:

1. Show the location of parking and number of stalls for each building. It is unclear how the parking is allocated and located.
2. Infiltration waiver shall be requested during the FMDP stage as a drainage report will be required for assessing this waiver request.
3. Residences shall not be on private grinder systems. All residential properties shall be served by public (excluding service laterals) gravity sewer main.
4. Upgrade sidewalks along NMJR frontage to 6' and comply with ADA guidelines. Sidewalks on E. Hill Street and E. Caldwell Street shall also be 6' in width.

5. All access to this development from Mt. Juliet Road shall be via E. Hill Street and E. Caldwell St. No individual driveways shall be allowed to access Mt. Juliet Road directly.
6. Traffic/Transportation:
    a. Each FMDP will require an updated traffic study and the city may require additional transportation improvements in addition to the improvements mentioned below.
    b. Provide a northbound right turn deceleration lane on N. Mt. Juliet Road at E. Hill Street with 160 feet of storage plus tapers, which meets TDOT's roadway deceleration standards.
    c. Widen E. Hill Street and E. Caldwell Street to 3 lanes (minor collector standard) along the entire project frontage.
    d. Additional lanes may be needed on E. Hill Street at N. Mt. Juliet Road, which will be evaluated during each FMDP review.
    e. Based on the traffic impact analysis it is projected that a traffic signal will be warranted at the intersection of E. Hill Street and Mt. Juliet Road. Provide a traffic signal warrant analysis at each FMDP submittal and at full buildout of each multi-family building. Traffic signal shall be installed if warranted. The intersection of Curd Road and Mt. Juliet Road is also projected to be warranted for a traffic signal. However, due to close proximity, a traffic signal should not be installed at both intersections. The left turn volumes at E. Hill Street are much higher than at Curd Road. Therefore, the signal is projected to be most needed at E. Hill Street.
    f. Widen Curd Road to provide a westbound left turn lane with 200 feet of storage plus tapers that is separate from the westbound right turn lane.
    g. A northbound right turn lane is warranted on Mt. Juliet Road at E. Caldwell Street. However, due to right-of-way constraints, provide a northbound right turn deceleration lane on Mt. Juliet Road at E. Division Street to offset the impacts that this development will have on the overall intersection delay. The right-of-way is available at this location. The city will provide the design of this improvement, as this is currently in the design process.

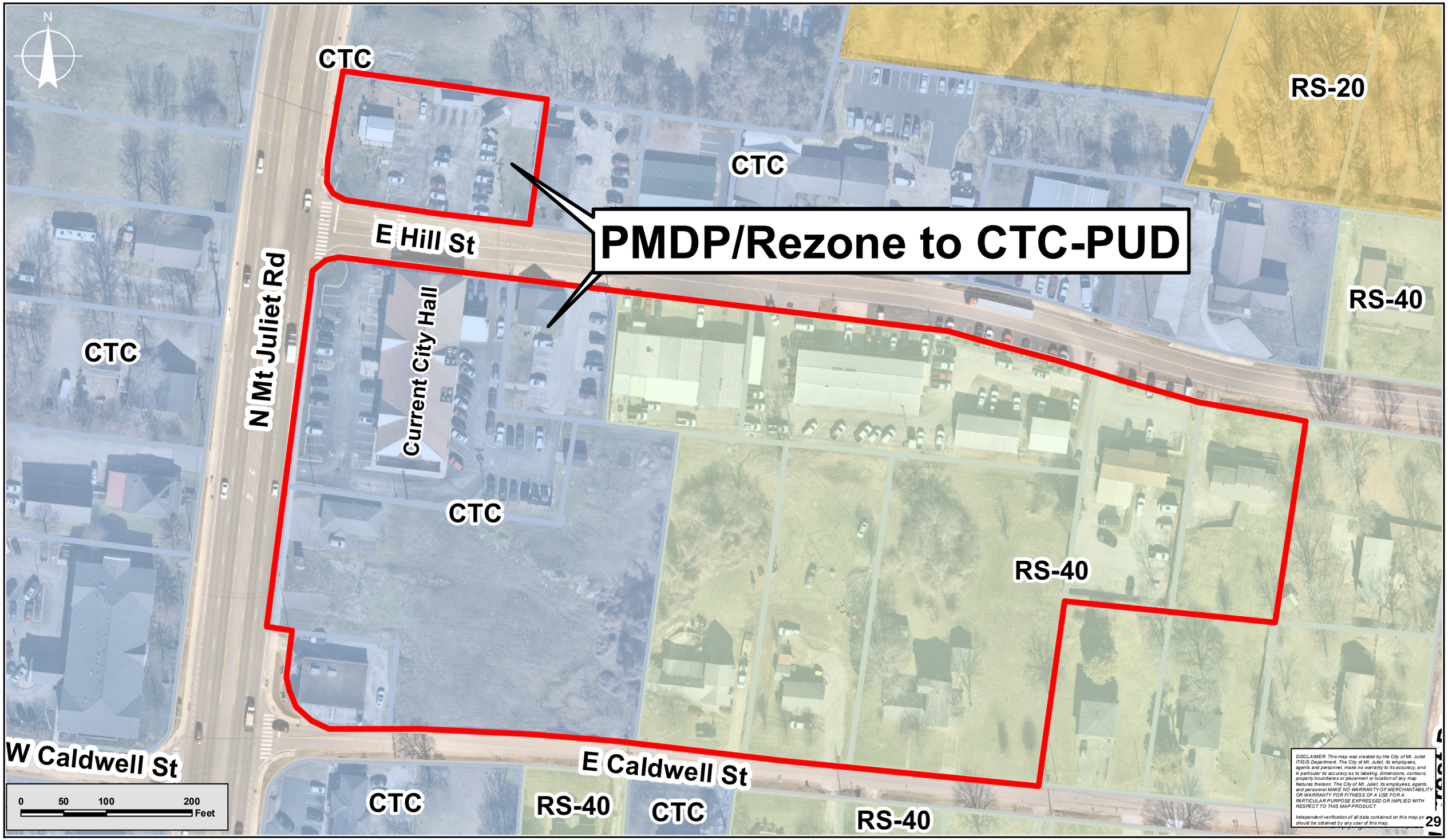
<u>West Wilson Utility District:</u>

1. WWUD has no comments at this stage of submittal.

Exhibit B - PMDP/Rezone

Downtown Mt. Juliet City Hall Block

Map 072H, Parcel 012.00 & Map 072I, Parcels 024.00, 025.00, 025.01, 026.00, 027.00, 027.01, 017.00, 018.00, 019.00, 022.00, 021.00.



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

Mt. Juliet, Tennessee

Staff Report

File #: 0358 **Agenda Date:** 10/23/2023 **Agenda #:** 9.B.

Title:

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

ORDINANCE NO. _____

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

WHEREAS, the rezoning request is not supported by the City's Land Plan and does not comply with the findings found in the City's Zoning Ordinance, and;

WHEREAS, the Regional Planning Commission considered this request during their meeting of July 20, 2023, and forwarded a positive recommendation for approval to the Board of Commissioners by a vote of (5-1-0) and;

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property at 100 Grandview Circle, Maps 052L, Group D, Parcel 017.00, approximately 1.2 acres, from CG to IR PUD and adopt the Preliminary Master Development Plan for U-Haul U-Box Storage.

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

SECTION 1. – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning those certain parcels of real property at 100 Grandview Circle, Maps 052L, Group D, Parcel 017.00, approximately 1.2 acres, from CG to IR PUD.

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – The Preliminary Master Development Plan for U-Haul U-Box Storage Building (Exhibit B) is hereby adopted, except as modified herein. The Preliminary Master Development Plan shall comply with the Zoning Ordinance, be in substantial conformance with all other applicable rules, regulations and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

Planning and Zoning:

1. Correct the land use plan district in the site data table.
2. Include the signature block for recording the Preliminary Master Development Plan.
3. Provide a connection from the sidewalk along Lebanon Road or Grandview Circle to the main building entrance via striping and pavement.
4. Remove truck advertisement parking along Lebanon Road.

5. Reconfigure the site to place the building closer to the front setback, with all parking in the rear.
6. Provide vehicle parking spaces in addition to the ADA space adjacent to the building per supplemental regulations and parking regulations. Oversized truck advertisement parking spaces do not qualify toward minimum requirements.
7. Identify the drive aisle width.
8. All waivers are subject to Planning Commission and Board of Commissioner approval.
9. Provide decorative trash receptacles near the main entrances.
10. Provide drive aisle dimensions, supplemental regulations require 24' width minimally.
11. Provide information on the size of the storage units within, supplemental regulations require between 600 and 4,000s.f.
12. Should the use change, or the site is converted to traditional self-storage, the applicant shall submit a Major PUD Amendment to the Planning Commission and Board of Commissioners for review and approval; and the site shall be subject to improvements.
13. Correct parking calculations in Site Data Table, provide proposed parking dimensions.
14. Wall Packs are not permitted. Building and parking lighting shall be decorated in nature. The proposed wall pack on sheet C5.1, is not acceptable.
15. If ownership of the property changes, the IR-PUD, Industrial Restrictive Planned Unit Development zoning would revert to CTC, Commercial Town Center and the Land Use would revert back to it's original Land Use. No further storage would be allowed at this location.

Public Works:

1. The driveway access to Lebanon Road shall meet ADA compliance within the crosswalk (max 2% cross-slope).
2. The frontage sidewalk shall be within a public access easement for portions not located within the ROW. The public access easement shall be executed and recorded prior to the issuance of the Land Disturbance Permit.
3. Maintenance of the sidewalk within the public access easement shall be the responsibility of the owner.

WWUD:

1. The existing water lines need to be shown. There is an existing 6" water line that maybe impacted by the grading, sidewalks and landscaping along Grandview.
2. A backflow device is required for the irrigation line.
3. There was not a domestic service shown to the proposed building.

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

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

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

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

PASSED:

_____
James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

_____
Kenny Martin, City Manager

APPROVED AS TO FORM:

_____
L. Gino Marchetti, Jr.
City Attorney

Notes: 7/20/23 – Planning Commission Recommended
9/11/23 – Board of Commissioners Passed on 1st Reading
10/23/23 - Board of Commissioners scheduled for 2nd Reading

Exhibit A

Land in Wilson County described as follows:

Land in First Civil District of Wilson County, Tennessee and being Lots 2 & 16 on the Plan of Green Hill Meadows Subdivision Section 1 of record in Plat Book 5, Page 13, R.O.W.C., Tn. And being more particularly described according to a survey by J. Bruce Rainey Surveyor, #823 date November 20, 1992 and known as Job No: 920463 as follows:

Beginning at an existing concrete monument, said point of beginning the southeast corner of Lot No. 2 and also being on the northerly margin of U.S. Highway 70 North; thence with the margin of U.S. Highway 70 North, South 67 degrees 33 minutes 52 seconds west 142.00 feet to an iron pin set at the beginning of a turnout curve to the right; thence with said chord having a bearing of North 67 degrees 26 minutes 08 seconds West a distance along the curve of 31.42 feet to an iron pin set on the easterly margin of Grand View Circle; thence with the easterly margin of Grand View Circle North 21 degrees 23 minutes 10 seconds west 260.00 feet to on iron pin set; thence leaving the margin of Grand View Circle and with the common property line between lot 16 and 17 of said Green Hill Meadows subdivision North 69 degrees 18 minutes 02 seconds East 157.00 feet to an iron pin set; thence leaving said Lot 17 South 22 degrees 30 minutes 00 seconds East 275.20 feet to the point of beginning, containing 1.01 acres more or less.

Being the same property conveyed to Charles V. Duncan by Deed of record in Deed Book 430, Page 74, Register's Office, Wilson County, Tennessee.

M E M O R A N D U M

Date: **July 20, 2023**

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

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

Re: **U-Haul, U-Box Self Storage**
LUA, PMDP PUD
Map – 52L, Group D
Parcel(s) – 17

Request: Submitted by Bridgepoint Inc., on behalf of their client Uhaul, the applicant is seeking a Land Use Amendment from Thoroughfare Commercial to Business Development, Preliminary Master Development Plan approval and a Rezone from CG to IR-PUD. The subject property is located at 100 Grandview Circle in District 2.

Overview: The development area is located on the corner of Lebanon Road and Grandview Circle, adjacent (west) to the existing Uhaul Moving and Storage facility at 14535 Lebanon Road. Property under Wilson County jurisdiction is located to the north. The property is zoned CG (commercial general) and is approximately one acre in area. The owner of the property is Five Sac Self Storage Corporation. The property was acquired by Five Sac Self Storage on 3/7/2017. The site is currently used for parking Uhaul trucks on a (non-compliant) gravel surface. Staff met with the applicant on several occasions, over several years, to discuss the project and to illustrate the challenges this use would present in this location. A prior request for a Land Use Amendment was denied in 2021; this is a very similar request, albeit with a PUD overlay now requested. The proposed use is for a multi-level, climate-controlled pod self-service storage building, a use only permitted in industrially zoned locations. If the land use amendment and rezone are approved, the proposal for the location is for a 9,400sf, three story, enclosure storage facility.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Bridgepoint/Five Sac Self Storage	Thoroughfare Commercial	Business Development	CG (Commercial General)	IR-PUD

Future Land Use Plan: The City's future land use plan identifies the parcel as Thoroughfare Commercial. Two zoning districts are compatible with the Thoroughfare Commercial: CG (Commercial General) and CRC (Commercial Retail Center). The Future Land Use Plan does not identify any property in the vicinity as Business Development. The Future Land Use Plan does not support this request.

Zoning: The property is currently zoned CG. Self-service storage units and warehousing and other forms of storage are not permitted on CG zoned property or any other commercial districts in the

City. In November of 2016, the Planning Commission made a positive recommendation to the Board of Commissioners to remove the use of self-storage within the commercial districts. This was due to the high concentration of this use in certain areas of the city, one being the Lebanon Road corridor. The planner at the time opined that the city needed to protect the aesthetics along these corridors, that are considered gateways to the city. The BOC ultimately approved the amendment to remove self-storage from commercial districts in January of 2017. This property was purchased by U-Haul in March 2017. Self-service storage and warehousing and other forms of storage are permitted on industrially zoned property only, I-R (industrial restricted) and I-G (industrial general) specifically. Surrounding zoning districts are CG in the City and R-1 and C-1 in Wilson County. No industrially zoned property exists in the vicinity of this proposal, in the County or the City.

Findings: In reviewing the requested zoning actions, staff finds that the request DOES NOT agree with all 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.*

Preliminary Master Development Plan:

Bulk Standards: The parcel is 41,036sf. The bulk standards for IR zoning are met via the information in the site data table.

Vehicular Access: The location, a corner lot, allows new access via Grandview Circle, rather than an additional curb cut on Lebanon Road. The site is also connected internally to the existing Uhaul facility to the east and will share their access. A loading dock is located on the rear (north) of the building. Drive aisle width throughout the site is not identified, supplemental regulations for self-storage requires 24’ minimally; identify this on subsequent submittals.

Streets/Sidewalks: Six-foot-wide sidewalk is proposed along the entire development frontage, along Grandview Circle and Lebanon Road. Staff requests striping from the sidewalk along the right-of-way to the main entrance from a logical location. There isn’t any sidewalk proposed internally, i.e. around the building.

Parking: Eight truck parking spaces (35’x12’) and one ADA (10’x20’) accessible space is provided. Per code, four standard size spaces for customers are required. As the developer does not anticipate the need for customer parking, this has not been included. The parking that is provided is arranged along the Lebanon Road frontage for maximum visibility of the trucks for

advertising/visibility purposes only. Staff requests that truck parking be placed in the rear of the building.

Bicycle parking is not provided, provide one rack with five spaces. Supplemental regulations for self storage requires at least two parking spaces, just one ADA 10'x20' space is provided, the rest are 12'x35' truck spaces.

Landscaping: The landscape plans are under review by the City's consultant and comments are forthcoming. Supplemental industrial buffering regulations require a 100' wide buffer adjacent to residentially zoned property, the landscaping proposed doesn't not meet this requirement with only 20' width and privacy fence provided in lieu of the full width. The applicant is seeking to waive this requirement, through a variance.

7-103.9 Industrial Design Guidelines: The plans indicate that the building will be 9,400sf and three stories (33'11"). Elevations are not provided in the plans set, simply a color rendering which depicts a brick and stone building with Uhaul trucks parked along Lebanon Road in front of it. Façade materials appear to be brick and stone. The rendering provided with the plans doesn't include any view of the building aside from the front; all four sides shall be 100% brick or stone.

Wall mounted exterior lighting fixtures shall be decorative designs, wal-paks are not permitted. Parking lot lighting shall be decorative fixtures atop black poles. HVAC equipment, if roof mounted shall be screened entirely from horizontal view via the building's parapet wall. Should the applicant choose a ground mounted HVAC system, it shall be fully screened via a screen wall, or enhanced landscaping. Any wall mounted utility and meter equipment shall be screened with masonry or painted to match the building façade.

3-104 Supplemental Provisions for Industrial: *Self-service storage.* In any districts where authorized as a use permitted with supplemental provisions (SUP), the following supplementary regulations shall apply to uses classified in the self-service storage activity type:

a. No self -storage facility shall be approved upon a lot less than two acres in size. The property is .93 acres in size.
b. All storage shall be kept within an enclosed building, except propane or a gasoline engine or storage tanks or any boat or vehicle incorporating such components, which shall be stored in designated screened exterior areas. This provision shall not be interpreted to permit the storage of partially dismantled, wrecked, or inoperable vehicles.
c. A barrier shall be provided around the perimeter of the facility. Said barrier shall be located at the setback line and may consist of either the solid facades of the storage buildings or a fence. If the barrier is to be provided by a fence, said fence shall be a minimum of six feet in height and shall be constructed of opaque or semi-opaque materials that will prevent the passage of light and debris, such as brick, stone, architectural tile, masonry units, wood, or similar materials, but expressly prohibiting woven wire. The applicant is proposing a fence 20' from the property line, while 100' is required due to the Industrial zoning request, against residential.
d. No business activity other than the rental of storage units and pick-up or deposit of dead storage shall be conducted on the premises. All contracts for rental of self-storage facilities shall include clauses prohibiting the storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals and the use of the property for any purpose

other than dead storage. Examples of prohibited activities include, but are not limited to the following:

i. Auctions, commercial wholesale or retail sales or miscellaneous or garage sales.
ii. The servicing, repair or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances or other similar equipment.
iii. The operation of power tools, spray painting equipment, table saws, lathes, compressors, welding equipment, kilns or other similar equipment.
iv. The establishment of a transfer or commercial warehouse business.

e. One parking space for every 200 storage cubicles or fraction thereof shall be located adjacent to the project office. A minimum of two such spaces shall be provided. Only truck parking for high visibility advertising is provided along Lebanon Road, one parallel accessible space is provided.
f. Driveway aisles shall be a minimum of 24 feet in width. A driveway aisle where access to storage units is only on one side of the aisle may be 20 feet in width. The applicant needs to label isle widths.
g. The maximum size of a storage unit shall be 600 square feet, and no more than 4,000 square feet shall be leased to a single tenant. Pods will be utilized for storage, no customers on site.
h. All outdoor lighting shall be shielded so as to direct light and glare only onto the premises of the self-service storage facility and away from all adjoining property. Such lighting may be sufficient to discourage vandalism and theft.

Other: Provide a trash receptacle at each main entrance, provide details. Should a dumpster be used, it shall meet all requirements of the City's zoning ordinance. All poles are post shall be powdercoated black, channel posts are not permitted.

Waivers/Variances: The following waivers/variances are requested:

1. 3-104.7 14a: Self storage shall not be approved on lots less than two acres. STAFF DOES NOT SUPPORT
2. 3-104.7 14c: A barrier shall be provided around the facility. STAFF SUPPORTS, however low maintenance material shall be utilized such as trex or pvc, for the proposed fence.
3. 7-103.4 7a: 100' yard adjacent to residential. STAFF DOES NOT SUPPORT
4. 7-13.7: Industrial Design Guidelines: Metal panels on the parapet wall. STAFF DOES NOT SUPPORT

Summary: The City's future land use plan does not support the request for I-R zoning in this location. The existing Uhaul facility, to the east, is a pre-existing nonconforming use, this PMDP, if approved, adds another 0.942 acres and 9,400sf of industrial use to a busy commercial corridor. This request is an example of spot zoning as there are no other industrially zoned properties in this area. Approval may set precedent for other ill-conceived land use amendment and rezone requests in the future.

Recommendation: Staff recommends forwarding a negative recommendation for the Land Use Plan amendment, Preliminary Master Development Plan and Rezone to the Board of Commissioners for Uhaul at 100 Grandview Circle with the following conditions.

Planning and Zoning:

1. Correct the land use plan district in the site data table.
2. Include the signature block for recording the Preliminary Master Development Plan.
3. Provide a connection from the sidewalk along Lebanon Road or Grandview Circle to the main building entrance via striping and pavement.
4. Remove truck advertisement parking along Lebanon Road.
5. Reconfigure the site to place the building closer to the front setback, with all parking in the rear.
6. Provide vehicle parking spaces in addition to the ADA space adjacent to the building per supplemental regulations and parking regulations. Oversized truck advertisement parking spaces do not qualify toward minimum requirements.
7. Identify the drive aisle width.
8. All waivers are subject to Planning Commission and Board of Commissioner approval.
9. Provide decorative trash receptacles near the main entrances.
10. Provide drive aisle dimensions, supplemental regulations require 24' width minimally.
11. Provide information on the size of the storage units within, supplemental regulations require between 600 and 4,000s.f.
12. Should the use change, or the site is converted to traditional self-storage, the applicant shall submit a Major PUD Amendment to the Planning Commission and Board of Commissioners for review and approval; and the site shall be subject to improvements.
13. Correct parking calculations in Site Data Table, provide proposed parking dimensions.
14. Wall Packs are not permitted. Building and parking lighting shall be decorated in nature. The proposed wall pack on sheet C5.1, is not acceptable.

Public Works:

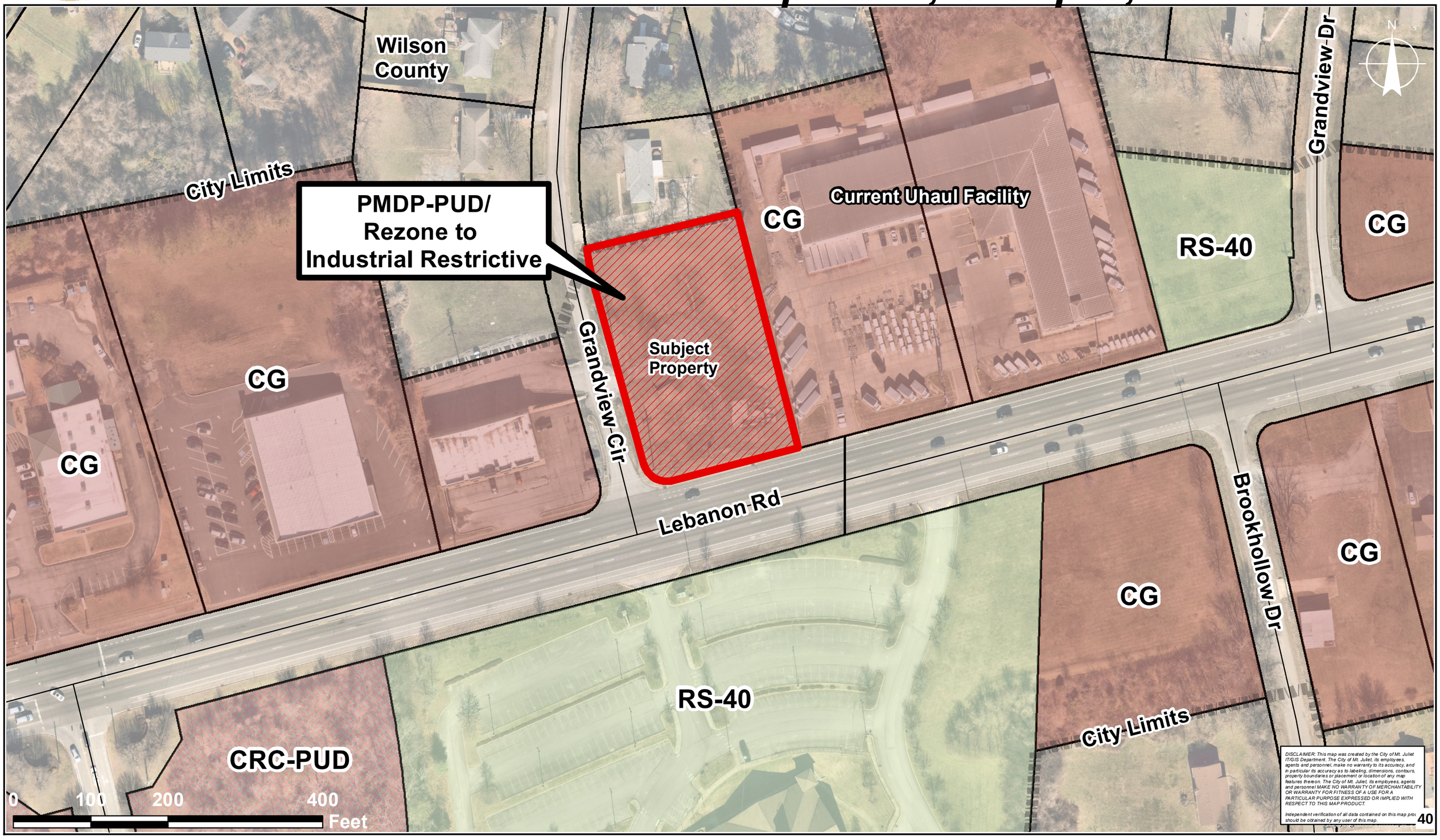
1. The driveway access to Lebanon Road shall meet ADA compliance within the crosswalk (max 2% cross-slope).
2. The frontage sidewalk shall be within a public access easement for portions not located within the ROW. The public access easement shall be executed and recorded prior to the issuance of the Land Disturbance Permit.
3. Maintenance of the sidewalk within the public access easement shall be the responsibility of the owner.

WWUD:

1. The existing water lines need to be shown. There is an existing 6" water line that maybe impacted by the grading, sidewalks and landscaping along Grandview.
2. A backflow device is required for the irrigation line.
3. There was not a domestic service shown to the proposed building.

Exhibit B- PMDP-PUD/Rezone

100 Grandview Cir. (Uhaul)
Map 052M, Group D, Parcel 017.00



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

Mt. Juliet, Tennessee

Staff Report

File #: 0359 **Agenda Date:** 10/23/2023 **Agenda #:** 9.C.

Title:

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

ORDINANCE NO. _____

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

WHEREAS, District 2 Commissioner Bill Trivett sponsored the item to be brought before the Board of Commissioners at the May 22, 2023 Board of Commissioners meeting.

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of July 20, 2023, and the item failed (3-3-0); and

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the land use plan for the property from Thoroughfare Commercial to Light Industrial; and

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

SECTION 1. – LAND USE PLAN AMENDMENT. The land use plan for the property described in Exhibit A is hereby amended from Thoroughfare Commercial to Light Industrial.

LEGAL DESCRIPTION – See Exhibit A.

SECTION 2. – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and the item failed 3-3-0 in a regular meeting held on July 20, 2023.

The Land Use Amendment is hereby adopted, except as modified herein and is further conditioned upon the following:

1. If the rezone of the property fails, the Land Use Amendment approval will revert back to it's original zoning.

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

BE IT FURTHER ORDAINED

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

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

PASSED:

_____
James Maness, Mayor

FIRST READING: _____
SECOND READING: _____

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

_____
Kenny Martin, City Manager

APPROVED AS TO FORM:

_____
L. Gino Marchetti, Jr.
City Attorney

Notes: 7/20/23 - Planning Commission – Negative Recommendation
9/11/23 - Board of Commissioners – Passed 1st Reading
10/23/23 – Board of Commissioners – Scheduled for 2nd Reading

Exhibit A

Land in Wilson County described as follows:

Land in First Civil District of Wilson County, Tennessee and being Lots 2 & 16 on the Plan of Green Hill Meadows Subdivision Section 1 of record in Plat Book 5, Page 13, R.O.W.C., Tn. And being more particularly described according to a survey by J. Bruce Rainey Surveyor, #823 date November 20, 1992 and known as Job No: 920463 as follows:

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

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

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LUA, PMDP PUD
Map – 52L, Group D
Parcel(s) – 17

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Recommendation: Staff recommends forwarding a negative recommendation for the Land Use Plan amendment, Preliminary Master Development Plan and Rezone to the Board of Commissioners for Uhaul at 100 Grandview Circle with the following conditions.

Planning and Zoning:

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3. Provide a connection from the sidewalk along Lebanon Road or Grandview Circle to the main building entrance via striping and pavement.
4. Remove truck advertisement parking along Lebanon Road.
5. Reconfigure the site to place the building closer to the front setback, with all parking in the rear.
6. Provide vehicle parking spaces in addition to the ADA space adjacent to the building per supplemental regulations and parking regulations. Oversized truck advertisement parking spaces do not qualify toward minimum requirements.
7. Identify the drive aisle width.
8. All waivers are subject to Planning Commission and Board of Commissioner approval.
9. Provide decorative trash receptacles near the main entrances.
10. Provide drive aisle dimensions, supplemental regulations require 24' width minimally.
11. Provide information on the size of the storage units within, supplemental regulations require between 600 and 4,000s.f.
12. Should the use change, or the site is converted to traditional self-storage, the applicant shall submit a Major PUD Amendment to the Planning Commission and Board of Commissioners for review and approval; and the site shall be subject to improvements.
13. Correct parking calculations in Site Data Table, provide proposed parking dimensions.
14. Wall Packs are not permitted. Building and parking lighting shall be decorated in nature. The proposed wall pack on sheet C5.1, is not acceptable.

Public Works:

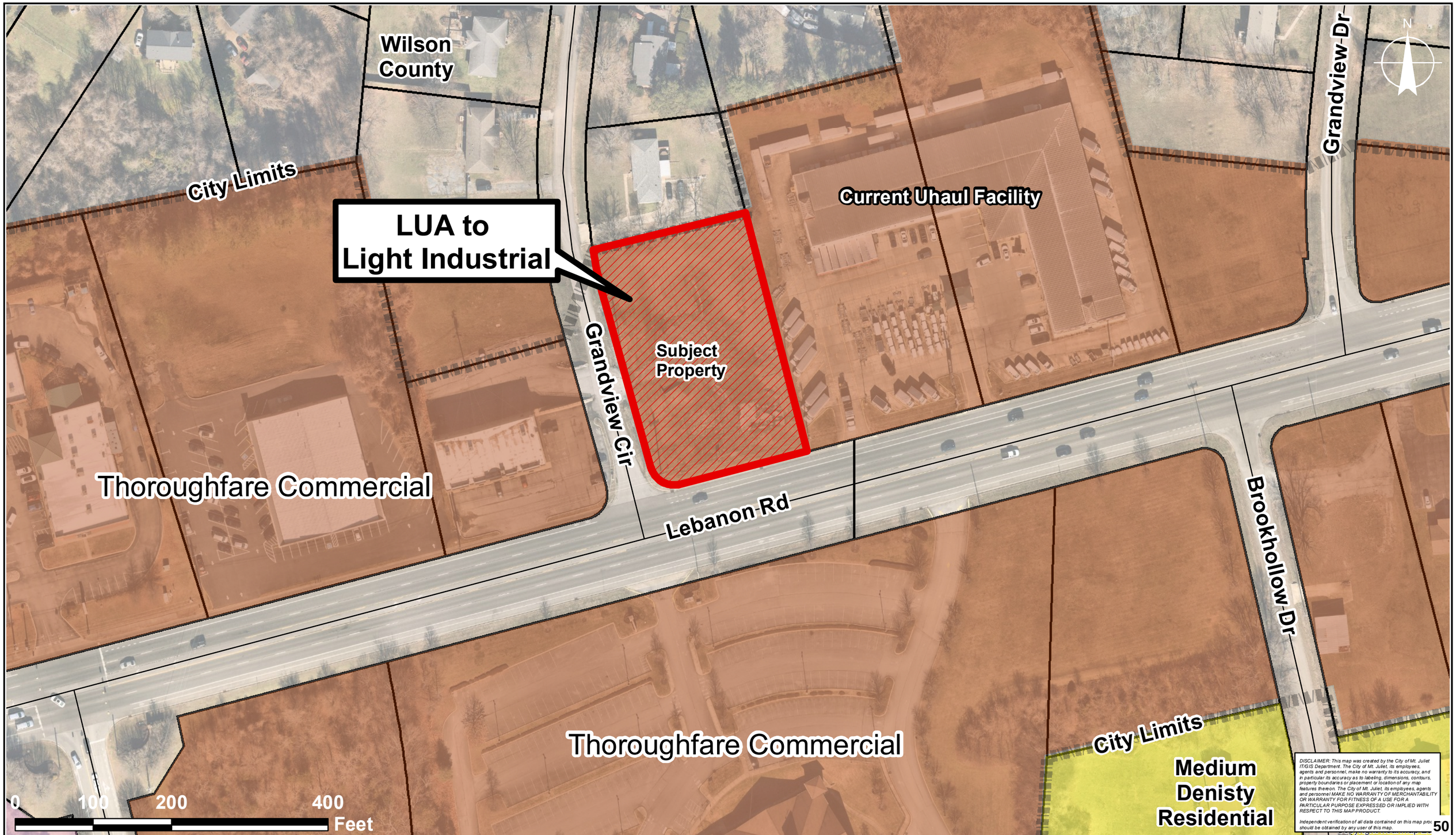
1. The driveway access to Lebanon Road shall meet ADA compliance within the crosswalk (max 2% cross-slope).
2. The frontage sidewalk shall be within a public access easement for portions not located within the ROW. The public access easement shall be executed and recorded prior to the issuance of the Land Disturbance Permit.
3. Maintenance of the sidewalk within the public access easement shall be the responsibility of the owner.

WWUD:

1. The existing water lines need to be shown. There is an existing 6" water line that maybe impacted by the grading, sidewalks and landscaping along Grandview.
2. A backflow device is required for the irrigation line.
3. There was not a domestic service shown to the proposed building.

Exhibit B - Land Use Amendment

100 Grandview Cir. (Uhaul)
Map 052M, Group D, Parcel 017.00



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

Mt. Juliet, Tennessee

Staff Report

File #: 0346 **Agenda Date:** 10/23/2023 **Agenda #:** 11.A.

Title:

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

STAFF REPORT

Date: **September 21, 2023**

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE SUMMARY:

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

Executive Summary

Who: Owner/Developer of the Grove at Nonaville.

What: The developer/property owner wishes to connect one (1) single family lot to the City sewer system. Total area of the property is ±0.57 acres. This residential lot is part of the Grove of Nonaville development which obtained out-of-city sewer service for 5 lots with City Ordinance 2020-18. The properties on the west side of Nonaville Road in this area are not within the City limits. The best connection to the sewer system will be to connect to the force main installed as part of the Grove at Nonaville development which ties into the sewer system via the gravity main on the east side of Nonaville Road.

The property is not contiguous to the City limits, however, changes in state law now allow non-contiguous annexation so long as the property is within the Urban Growth Boundary and is for industrial/commercial purpose or future residential development. In the case of this property, it does meet the criteria for non-contiguous annexation. Regardless, no other properties west of Nonaville Road have been annexed into the City in the area of the subject property.

When:

September 21st, 2023	PC meeting
October 23rd, 2023	BOC meeting, 1st reading
TBD	BOC meeting, 2nd reading

Where: 105 Cedar Grove Church Road, outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, map 50, parcel 70.00.

SUITE 401
2 INTERNATIONAL PLAZA
NASHVILLE, TENNESSEE 37217

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

Water Management Services, LLC

ENGINEERING • PLANNING • OPERATIONS • RATE STUDIES

December 4, 2019

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

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

Dear Mr. Barlow,

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

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

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

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

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

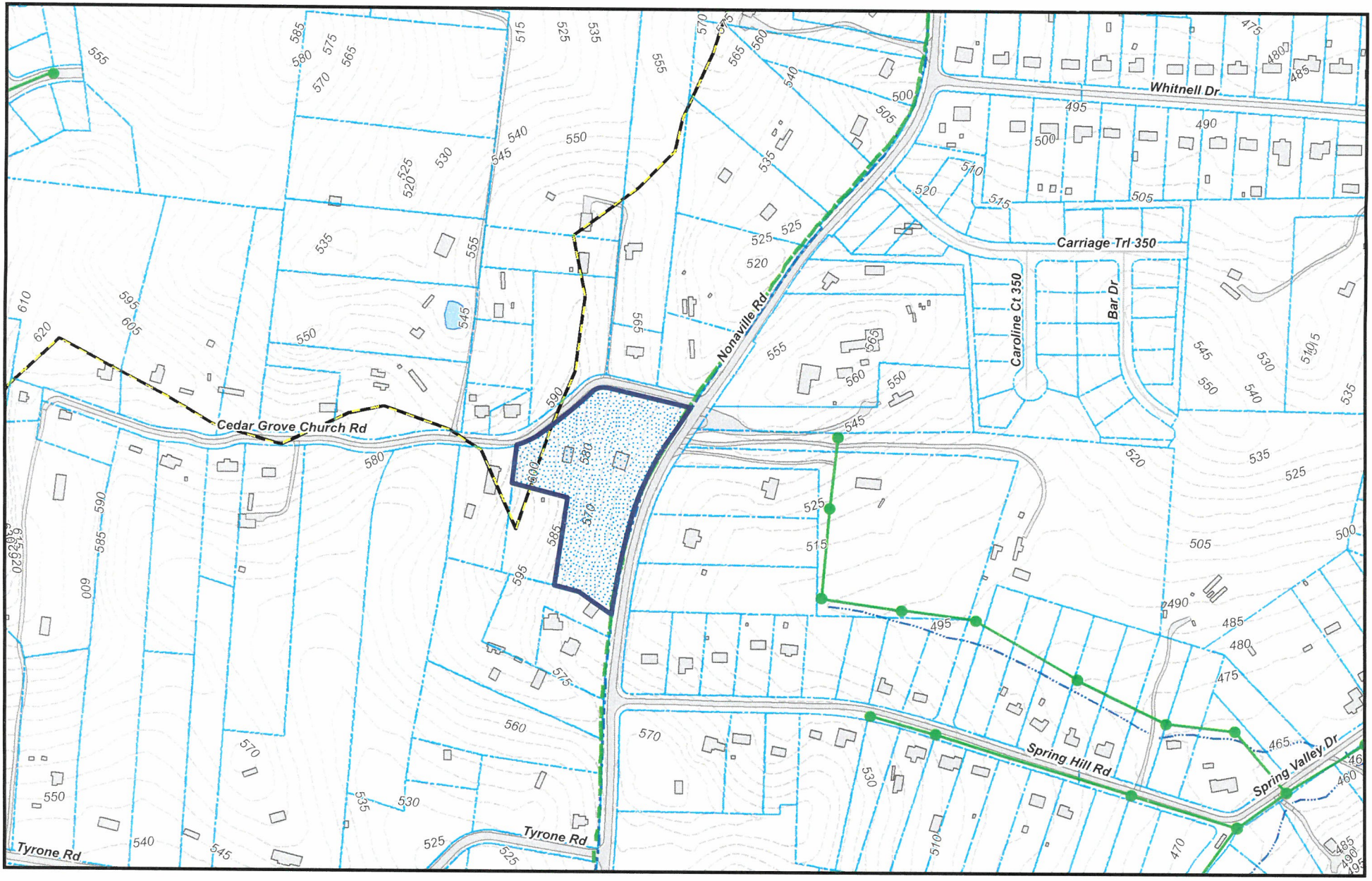
Please contact us should you have any questions or comments in this regard.

Sincerely,

Steven M. Jones, P.E.

Enclosures

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



Legend

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

1491 Nonaville Rd
Sewer Availability

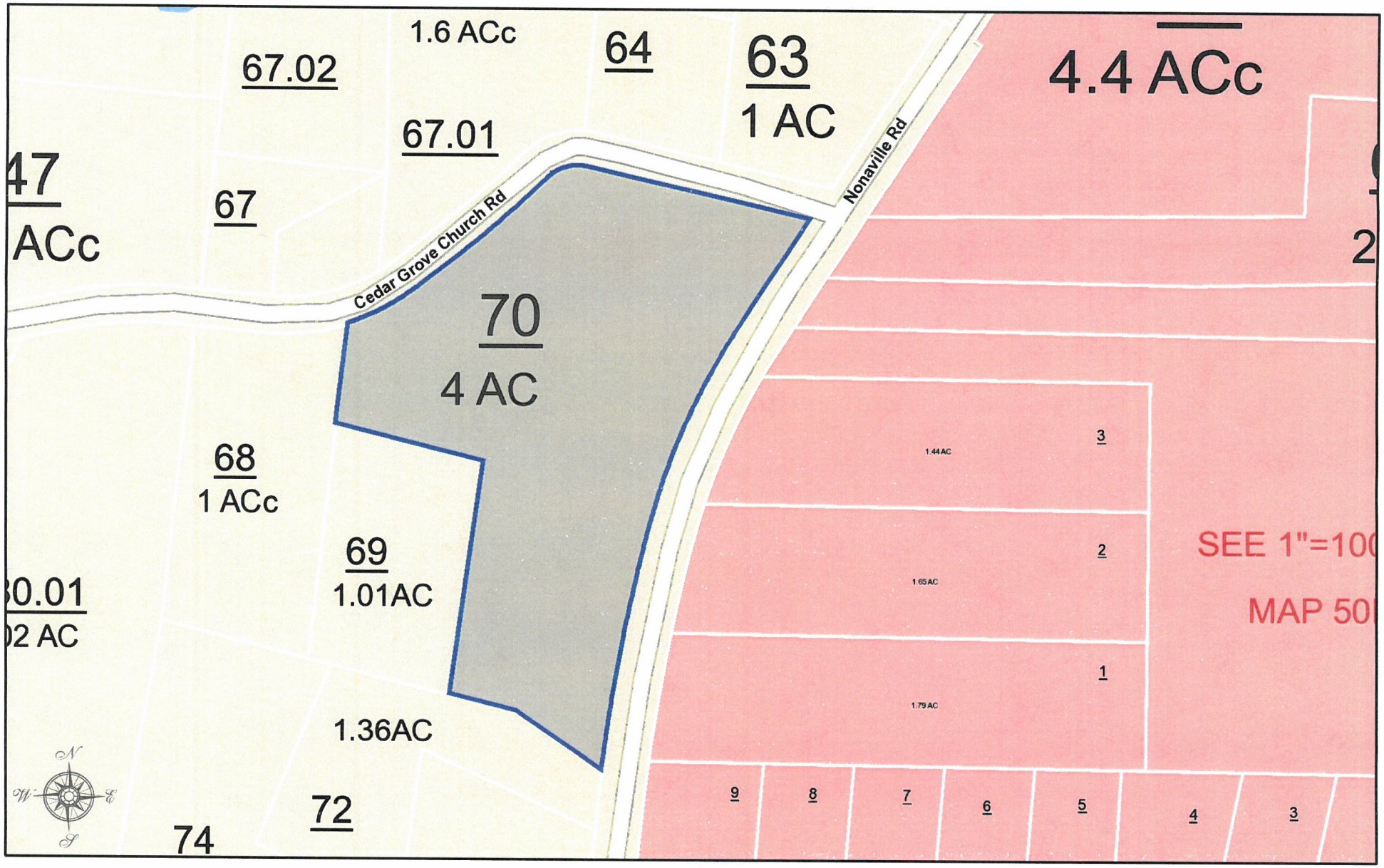
N

0 62.5125 250 375 500
Feet

1 inch = 400 feet

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

1491 Nonaville RD



WILSON COUNTY, TENNESSEE

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

MAP DATE: December 3, 2019

http://geopowered.wilson.wilsontngis.com/

0 190 380
ft

MT. JULIET, TENNESSEE
ORDINANCE NUMBER 2023-

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

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

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

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

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

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

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

BE IT FURTHER ORDAINED:

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

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

PASSED:

_____
James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

APPROVED AS TO FORM:

_____
Kenny Martin, City Manager

_____
L. Gino Marchetti, Jr.
City Attorney

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

Mt. Juliet, Tennessee

Staff Report

File #: 0347 **Agenda Date:** 10/23/2023 **Agenda #:** 11.B.

Title:

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

Water Management Services, LLC

SUITE 401
2 INTERNATIONAL PLAZA
NASHVILLE, TENNESSEE 37217

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

ENGINEERING • PLANNING • OPERATIONS • RATE STUDIES

August 16, 2023

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

RE: Sewer Availability for
The Cove at Mt. Juliet
3150 Nonaville Road

Dear Mr. Shamanur:

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

Cabins Occupancy – 196 persons @ 100 gal/person = 19,600 gpd
Reception Venue – 9,000 sqft @ 0.1 gal/sqft = 900 gpd
Reception Area Seating – 250 seats @ 5 gal/seat = 1,250 gpd
Clubhouse - 6,000 sqft @ 0.1 gal/sqft = 600 gpd
Clubhouse – 100 seats @ 5 gal/seat = 500 gpd
Pool house – 4,000 sqft @ 0.1 gal/sqft = 400 gpd
Chapel - 2,000 sqft @ 0.1 gal/sqft = 200 gpd
Chapel – 100 seats @ 5 gal/seat = 500 gpd
Service Building – 4,050 sqft @ 0.1 gal/sqft = 405 gpd
Office Building – 1,740 sqft @ 0.1 gal/sqft = 174 gpd

Total requested capacity = 24,529 gpd

This letter is to confirm that the City of Mt. Juliet's existing sanitary sewer facilities do have sufficient reserve capacity to accommodate this proposed development. This recommendation is subject to the proposed development constructing a pump station and connecting to the existing 6-inch force main as shown on the attached map.

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

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

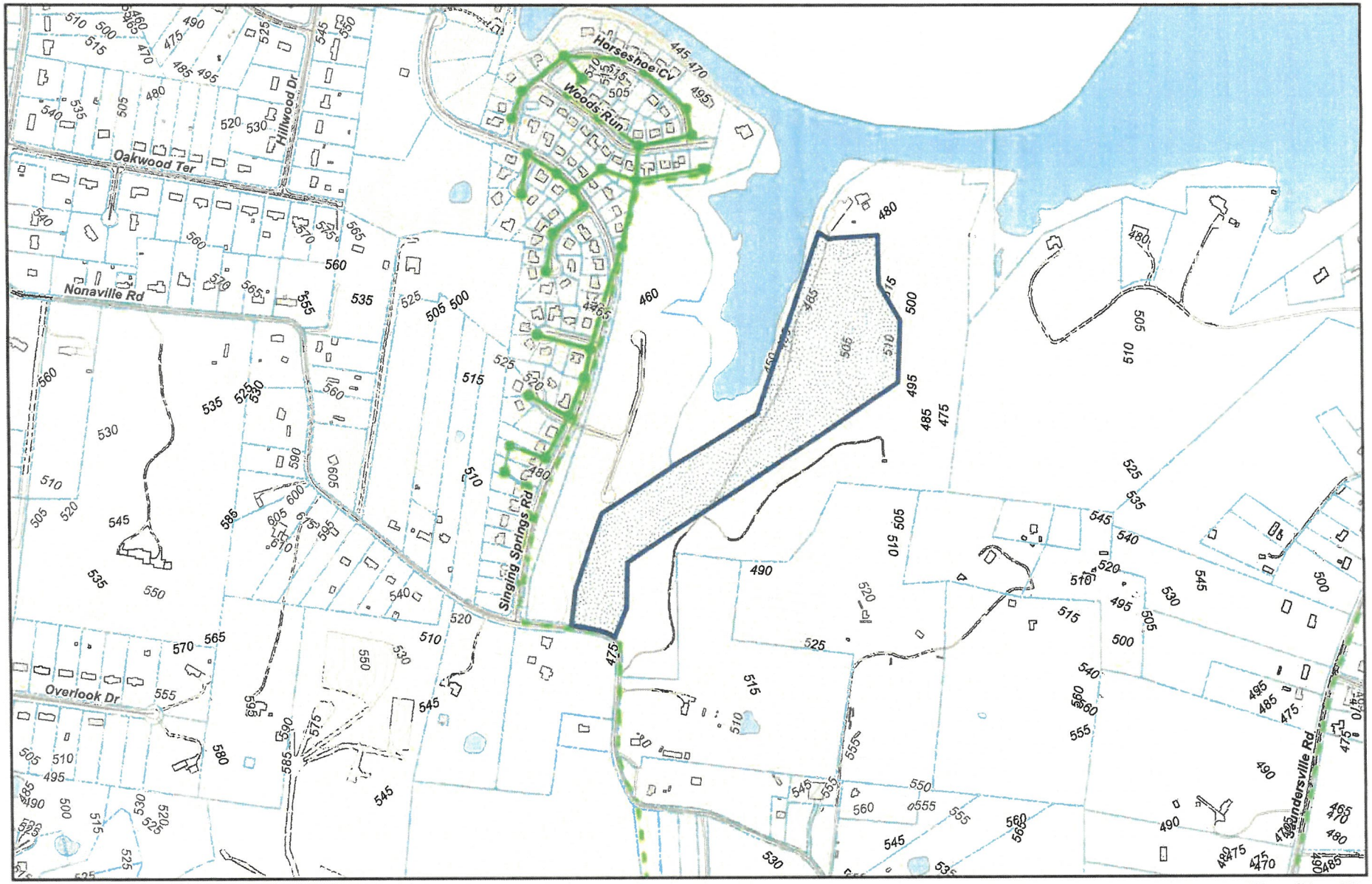
Please contact us should you have any questions or comments in this regard.

Sincerely,

Steven M. Jones, P.E.

Enclosures

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



Legend

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

3150 NONAVILLE ROAD
Sewer Availability
MT. JULIET, TENNESSEE

N

0 120 240 480 720 960
Feet
1 inch = 700 feet

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

3150 NONAVILLE RD

WILSON COUNTY, TENNESSEE

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

MAP DATE: August 15, 2023

https://wilsontn.geopowered.com/propertysearch

0 750 1,500
Feet

Steven Jones

From: Tim Forkum <tforkum@mtjuliet-tn.gov>
Sent: Friday, August 04, 2023 1:30 PM
To: Steven Jones
Cc: Shane Shamanur
Subject: FW: Structure and Sanctuary DBA (The Cove at Mt Juliet)
Attachments: The Cove at Mt. Juliet - Master Development Plans (7-31-2023).pdf

Follow Up Flag: Follow up
Flag Status: Completed

Please review for sewer availability.

Tim Forkum
Utilities Director

e: tforkum@mtjuliet-tn.gov
p: 615.773.7957
a: 71 E. Hill Street | Mt. Juliet, TN 37122

From: steve billings <stevebillings2015@gmail.com>
Sent: Friday, August 4, 2023 9:10 AM
To: Tim Forkum <tforkum@mtjuliet-tn.gov>
Subject: Re: Structure and Sanctuary DBA (The Cove at Mt Juliet)

Sorry about that not sure what happened to the attachment

On Fri, Aug 4, 2023 at 9:00 AM Tim Forkum <tforkum@mtjuliet-tn.gov> wrote:

> I need a PDF of the plans you presented at Public Works in order to review.

Tim Forkum

Utilities Director

e: tforkum@mtjuliet-tn.gov

p: 615.773.7957

a: 71 E. Hill Street | Mt. Juliet, TN 37122

From: steve billings <stevebillings2015@gmail.com>
Sent: Thursday, August 3, 2023 4:03 PM
To: Tim Forkum <tforkum@mtjuliet-tn.gov>
Subject: Structure and Sanctuary DBA (The Cove at Mt Juliet)

Hello Tim here is the info you requested. We are needing a letter of approval for the sewer. Please let me know if you have any questions or need any further documents. Thanks Steve MBL# 615-478-3081

MT. JULIET, TENNESSEE
ORDINANCE NUMBER 2023-

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

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

WHEREAS, Owner has requested permission to connect to the Mt. Juliet Sewer System for one (1) sewer connection for the development at 3150 Nonaville Road, Mt. Juliet, TN, Wilson County, TN Map 031, Parcel 032.01 and

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

NOW, THEREFORE, BE IT ORDAINED:

1. The Board of Commissioners of the City of Mt. Juliet gives approval of sewer service for one (1) connection for the development located on 3150 Nonaville Road, Mt. Juliet, TN, Wilson County, TN Map 031, Parcel 032.01.
2. Property owner will be required to pay a premium monthly rate since property is not within the city limits as indicated by the current rate schedule.
3. Property owner will be required to pay for the one (1) tap fee, along with capacity fees, connection, pretreatment and user fees as outlined in Ordinance 2019-36, as required for connection to the city system.

BE IT FURTHER ORDAINED

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

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

PASSED:

_____
James Maness, Mayor

FIRST READING:_____
SECOND READING:_____

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

_____
Kenny Martin, City Manager

APPROVED AS TO FORM:

_____
L. Gino Marchetti, Jr.
City Attorney

EXECUTIVE SUMMARY:

AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY THE OWNER/DEVELOPER OF 3150 NONAVILLE RD., OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 32, PARCEL 32.01

Executive Summary

Who: Kane Cove, LLC of 3150 Nonaville Rd.

What: The developer/property owner wishes to develop this property to have cabins for rent, reception area, chapels, and a clubhouse/pool with associated parking. The subject property is ±20 acres and currently outside the City Limits of Mt. Juliet, TN. The city's sewer force main is located on the east side of Nonaville Road, which is within the bounds of the subject property. The properties in this area of Nonaville Road are not within the City limits. Nonaville Road in this area has not been annexed to be part of the City at this time.

The property is not contiguous to the City limits, however, changes in state law now allow non-contiguous annexation so long as the property is within the Urban Growth Boundary and is for industrial/commercial purpose or future residential development. In the case of this property, it does meet the criteria for non-contiguous annexation. Regardless, no other properties north of the Nonaville Road/Saundersville Road split along Nonaville have been annexed into the City in the area of the subject property.

When:

September 21st, 2023	PC meeting
October 23rd, 2023	BOC meeting, 1st reading
TBD	BOC meeting, 2nd reading

Where: 3150 Nonaville Rd., outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, map 32, parcel 32.01.

STAFF REPORT

Date: **September 21, 2023**

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

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

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

Background: The subject property location is 3150 Nonaville Rd., outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, Map 31, parcel 032.01. Total area of the property is ±20 acres. The city's sewer force main is located on the east side of Nonaville Road, which is within the bounds of the subject property. The properties in this area of Nonaville Road are not within the City limits. Nonaville Road in this area has not been annexed to be part of the City at this time.

Request: The developer/property owner wishes to develop this property to have cabins for rent, reception area, chapels, and a clubhouse/pool with associated parking and requests a connection to the City sewer system.

Analysis: The property is not contiguous to the City limits, however, changes in state law now allow non-contiguous annexation so long as the property is within the Urban Growth Boundary and is for industrial/commercial purpose or future residential development. In the case of this property, it does meet the criteria for non-contiguous annexation. Regardless, no other properties north of the Nonaville Road/Saundersville Road split along Nonaville have been annexed into the City in the area of the subject property.

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

Significant pressure in the sewer force main along the property road frontage creates difficulty in connecting directly to the main in this area. The best connection to the sewer system will be to construct a pump station to tie to the existing 6" force main.

Recommendation: If the Planning Commission provides a positive recommendation, staff recommends the sewer availability be subject to the following:

1. The directing of wastewater flows through an onsite pump station to the existing 6" force main fronting the property along Nonaville Road
2. Payment of all fees including tap, connection, pretreatment, and user fees as outlined by Ordinance 2019-36
3. Installation of all sewerage facilities shall be inspected and approved by the Utilities Director, or a representative thereof.

Horseshoe Cove Homeowners Association
P.O. Box 965
Mt. Juliet, TN 37121

October 17, 2023

Re: Opposition to Out of City Extension of MJ Sewer System to Proposed Commercial Development at 3150 Nonaville Road By Kane Cove, LLC

The Board of the Horseshoe Cove Homeowners Association is authorized on behalf of its members (109 residential lot owners in the neighborhood located at Nonaville Road and Singing Springs) to **formally oppose the request for the BOC to approve out of city extension of sewer services for proposed commercial development at 3150 Nonaville Road. This proposed commercial development at "the Cove at Mt. Juliet", a/k/a "Kane Cove," is on land outside the city limits, which appears to be zoned for agricultural and residential use – but not commercial development.** This appears to be an initial step in gaining approval of the proposed commercial development.

Horseshoe Cove is a residential development established in the 90s, which is surrounded by properties zoned for medium density residential usage. Commercial short-term rentals and commercial-entertainment event facilities are not compatible with this overwhelmingly residential land use located near the lake.

We support the **unanimous negative recommendation by the Mt. Juliet Planning Commission** on September 21, 2023. While the scope of the proposed commercial development is not specified, information presented in the MJ Planning Commission packet for its 9-21-23 Meeting (Item 6.2.b on Pages 58-65) at p. 61 indicates the commercial development includes at least proposed rental cabins for estimated 196 people, a Reception Venue/Area (for 250 seats), a clubhouse (for 100 seats), a pool and pool house, and chapel (100 seats) plus service and office buildings. This commercial development is on 20 (residential/agricultural) acres adjacent to Eden's Grove – a multi-million dollar residential development – and to the Horseshoe Cove Subdivision.

Horseshoe Cove has been on this sewer system since the 1990's without problems. This proposed commercial development at 3150 Nonaville Road is just before the sewer system reaches Horseshoe Cove and Eden's Grove and may create problems for us. The sewer usage estimated by the proposed commercial development at 3150 Nonaville is significantly greater than if that land is used for its zoned purposes of residential/agricultural.

In light of potential problems which commercial development (including short-term rentals and event venues) would likely bring to the residential areas next to the lake, including the MJ sewer system, **we ask that you reject the request to extend sewer services for this proposed out of city commercial development**. Thank you for your consideration.

On Behalf of the Association (Board Members):

Lee Tutor (615-504-2754), Steve Hart (615-289-9845), Mike Ryan, Nathan McDonald, Diana Martinez, Jack White, Jon Castle

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

Mt. Juliet, Tennessee

Staff Report

File #: 0348 **Agenda Date:** 10/23/2023 **Agenda #:** 11.C.

Title:

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

ORDINANCE NUMBER 2023-

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

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

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

NOW, THEREFORE, BE IT ORDAINED:

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

BE IT FURTHER ORDAINED

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

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

PASSED:

_____
James Maness, Mayor

FIRST READING:_____
SECOND READING:_____

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

_____
Kenny Martin, City Manager

APPROVED AS TO FORM:

_____
L. Gino Marchetti, Jr.
City Attorney

Water Management Services, LLC

SUITE 401
2 INTERNATIONAL PLAZA
NASHVILLE, TENNESSEE 37217

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

ENGINEERING • PLANNING • OPERATIONS • RATE STUDIES

September 5, 2023

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

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

Dear Mr. Shamanur:

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

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

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

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

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

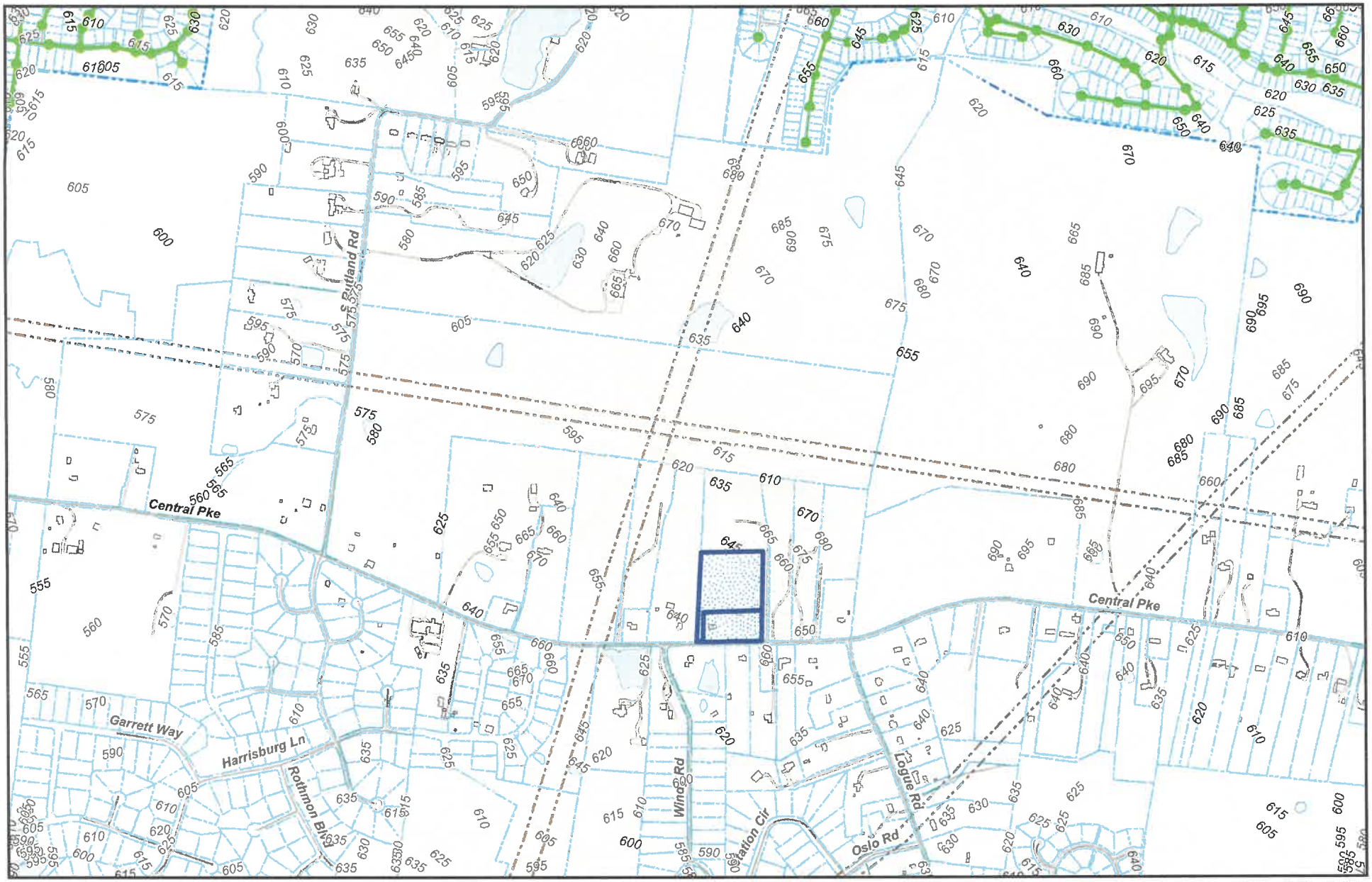
Sincerely,

Steven M. Jones

Steven M. Jones, P.E.

Enclosures

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



Legend

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

Map 099; Parcel 09.06 & 10.00
Sewer Availability

MT. JULIET, TENNESSEE

N

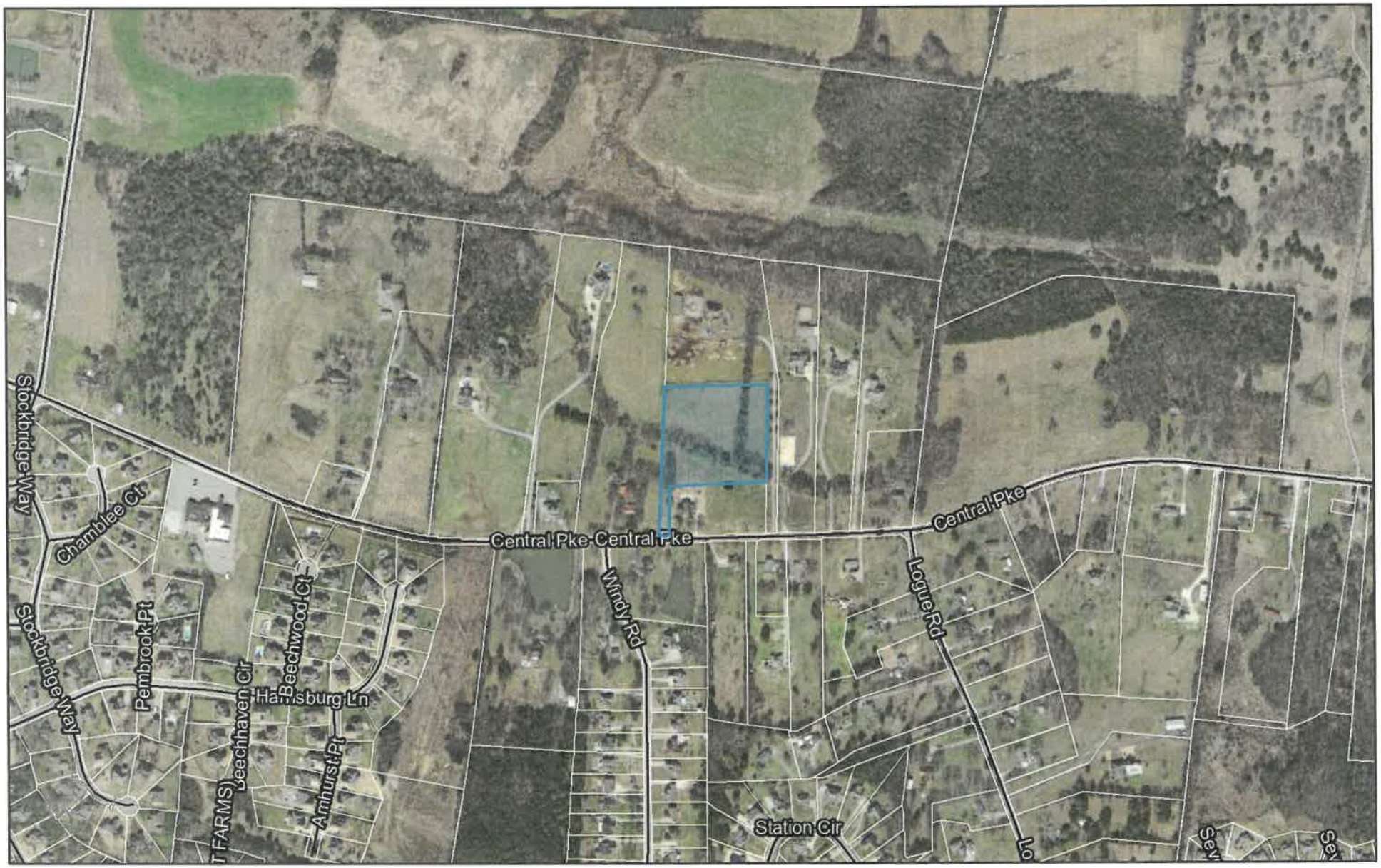
0 165 330 660 990 1,320

Feet

1 inch = 1,000 feet

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

Map 099; Parcel 09.06



WILSON COUNTY, TENNESSEE

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

MAP DATE: August 25, 2023

https://wilsontn.geopowered.com/propertysearch

0 750 1,500
Feet

Map 099; Parcel 10.00

WILSON COUNTY, TENNESSEE

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

MAP DATE: August 25, 2023

https://wilsontn.geopowered.com/propertysearch

0 750 1,500
Feet

August 24, 2023

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

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

Dear Shane,

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

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

TOTAL = 2,450 GPD

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

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

EXECUTIVE SUMMARY:

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

Executive Summary

Who: WMAN Subdivision of 9911 Central Pike.

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

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

When:

September 21st 2023	PC meeting
October 23rd 2023	BOC meeting, 1st reading
TBD	BOC meeting, 2nd reading

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

STAFF REPORT

Date: **September 21, 2023**

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

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

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

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

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

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

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

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

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

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

Mt. Juliet, Tennessee

Staff Report

File #: 0351 **Agenda Date:** 10/23/2023 **Agenda #:** 11.D.

Title:

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

ORDINANCE NO. _____

MUNICIPAL FLOODPLAIN ZONING ORDINANCE

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

8-300 FLOODPLAIN DISTRICTS

8-301 STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

8-301.1 Statutory Authorization

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, Tennessee Code Annotated delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Mt. Juliet, Tennessee, Mayor and the Mt. Juliet Board of Commissioners, do ordain as follows:

8-301.2 Findings of Fact

1. The City of Mt. Juliet, Tennessee, Mayor and its Commissioners wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.

2. Areas of the City of Mt. Juliet, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

8-301.3 Statement of Purpose

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;

2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;

3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;

4. Control filling, grading, dredging and other development which may increase flood damage or erosion;

5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

8-301.4 Objectives

The objectives of this Ordinance are:

1. To protect human life, health, safety and property;

2. To minimize expenditure of public funds for costly flood control projects;

3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4. To minimize prolonged business interruptions;

5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;

6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;

7. To ensure that potential homebuyers are notified that property is in a floodprone area;

8. To maintain eligibility for participation in the NFIP.

8-302 DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage.

2. Accessory structures shall be designed to have low flood damage potential.

3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.

5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see **"Special Flood Hazard Area"**.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see "**Structure"**.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

"Exception" means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see **"Existing Construction"**.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Fill" means structural material from any source, such as clean soil, gravel, or crushed stone, without tree stumps, foreign debris, etc., that is placed to increase or raise ground elevations to or above the BFE. Earthen fill is sometimes placed in a Special Flood Hazard Area (SFHA) to reduce flood risk to the filled area. The placement of fill is considered development and will require a permit under applicable Federal, State and local laws, ordinances, and regulations. Fill is prohibited within the floodway unless it has been demonstrated that it will not result in any increase in flood levels. Some communities limit the use of fill in the flood fringe to protect storage capacity or require compensatory storage.

"Flood" or "Flooding"
(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.

2. The unusual and rapid accumulation or runoff of surface waters from any source.

3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

"Flood Insurance Study" is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or **"Floodprone Area"** means any land area susceptible to being inundated by water from any source (see definition of "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or **"Flood-related Erosion Prone Area"** means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high-water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or

4. Individually listed on the City of Mt. Juliet, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:

    a. By the approved Tennessee program as determined by the Secretary of the Interior or

    b. Directly by the Secretary of the Interior.

"Letter of Map Change (LOMC)" means an official FEMA determination, by letter, that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

"Letter of Map Amendment (LOMA)" An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property or structure is not located in a special flood hazard area.

"**Conditional Letter of Map Revision Based on Fill (CLOMR-F)"** A determination that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

"Letter of Map Revision Based on Fill (LOMR-F)" A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

"Conditional Letter of Map Revision (CLOMR)" A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA, to revise the effective FIRM.

"Letter of Map Revision (LOMR)" Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this

Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see **"Base Flood"**.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"**Post-FIRM**" A building for which construction or substantial improvement occurred on or after December 31, 1974, or before the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.

"**Pre-FIRM**" A building for which construction or substantial improvement occurred on or before December 31, 1974, or before the effective date of an initial Flood Insurance Rate Map (FIRM).

"Reasonably Safe from Flooding" means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use
5. Is fully licensed and ready for highway use

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 4 feet in residential structures and BFE plus 2 feet for non-residential structures. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (4) feet above the highest adjacent grade.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special Flood Hazard Area" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

"Structure" for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration, or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

8-303 GENERAL PROVISIONS

8-303.1 Application

This Ordinance shall apply to all areas within the incorporated area of Mt. Juliet, Tennessee.

8-303.2 Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the City of Mt. Juliet, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers dated 47189C0131D, 47189C0132D, 47189C0151D, 47189C0153D, 47189C0154D and 47189C0162D dated February 20, 2008; and 47189C019E May 18, 2009; and 47189C0127E, 47189C0129E, 47189C0133E, 47189C0134E, 47189C0140E, 47189C0142E, 47189C0145E, 47189C0161E, and 47189C0165E dated May 9, 2023, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

8-303.3 Land Subject to Flood

In applying the provisions of this section, land subject to flood shall be defined as follows:

1. Along with all Streams and Watercourses Identified as Having Special Flood Hazards by the Federal Insurance Administrator (FIA) appearing on the maps cited in Section 8-303.2, above.

~~2. Along Other Small Streams and Watercourses~~

~~The lands lying within one hundred (100) feet of the top of the bank of the channel measured horizontally, unless the developer demonstrates to the satisfaction of the Planning Commission that the property in question is free from the danger of flooding, or that adequate measures have been taken to allow the watercourse to safety accommodate floodwaters. The developer shall submit such data or studies based on the watershed characteristics, probable runoff, and other topographic and hydraulic data prepared by a registered professional engineer as the Planning Commission may reasonably require to make its determination of the flood susceptibility of the property.~~

3. Along Sinkholes and Other Low Places

All lands lying below the elevation of the lowest point in the watershed boundary, unless a hydrologic & hydraulic (H&H) study prepared by a registered professional engineer demonstrates that a lower elevation would be safe from the danger of inundation by the 100-year flood.

8-303.4 Requirement for Development Permit

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

8-303.5 Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

8-303.6 Abrogation and Greater Restrictions

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

8-303.7 Interpretation

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

8-303.8 Warning and Disclaimer of Liability

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted

within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Mt. Juliet, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance, or any administrative decision lawfully made hereunder.

8-303.9 Application of the District

To enable the district to operate in harmony with the plan for land use and population density embodied in this Ordinance, the Floodplain District (F-1), is created as a special district to be superimposed on other districts contained in these regulations and is to be so designated by a special symbol for its boundaries on the zoning map. Except where in conflict with the specific requirements of the Floodplain District (F-1), permitted uses, accessory uses, minimum lot requirements, minimum yard requirements, maximum height, and requirements for off-street parking and loading shall be determined by the requirements of the basic district regulations contained elsewhere in this Ordinance.

~~8-303.10 Proposed Stream Channel Alteration~~

~~When a developer proposes to offset the effects of a development in the floodway or on the flood carrying capacity of any stream by the construction of channel improvements, he shall submit to the Planning Commission an engineering study which fully evaluates the effects of such development.~~

~~The study shall use the 100-year flood, as herein defined, and the equal degree of encroachment rule as the basis of all such analysis. All adjacent communities and the State of Tennessee, Local Planning Assistance Office, shall be notified by the developer via certified mail of all such intended activities prior to any alteration or relocation of a watercourse. In addition, the developer shall assure the City of Mt. Juliet, in writing, that the altered or relocated portion of the watercourse will be maintained such that its flow capacity is not diminished by debris accumulation, silt deposition, or vegetative growth.~~

8-303.10 Proposed Stream Channel Alteration

Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.

For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRMs through the Letter of Map Revision process.

8-303.11 Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication, therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and

expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Mt. Juliet, Tennessee from taking such other lawful actions to prevent or remedy any violation.

8-304 ADMINISTRATION

8-304.1 Designation of Ordinance Administrator

The Director of Engineering or his designee (Civil Plans Reviewer) ~~**Floodplain Administrator**~~ is hereby appointed as the Administrator to implement the provisions of this Ordinance.

8-304.2 Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage

   a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance. (See Subpart 2, below.)

   b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance. (See Subpart 2, below.)

   c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Section 8-304.2. (See Subpart 2, below.)

   d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

   e. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
      - An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators

- Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.

- A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.

- A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

f. A Pre-Construction Elevation Certificate is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988 or current reference level. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be caused to deny a floodplain development permit.

2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

An Under Construction Elevation Certificate is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level

elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven (7) day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be caused to issue a stop-work order for the project.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. Finished Construction Stage

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Elevation Certificate. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall keep all requested Certificates/Elevation Certificates on file in perpetuity.

8-304.3 Duties and Responsibilities of the Floodplain Administrator

Duties of the Floodplain Administrator shall include, but not be limited to, the following:

1. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.

2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.

4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRMs through the Letter of Map Revision process.

5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.

6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Section 8-304.2.

7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Section 8-304.2.

8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Section 8-304.2.

9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.

   Within unnumbered A Zones, where base flood elevations have not been established and where alternative data is not available, the Zoning Administrator shall require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (lowest floor and highest adjacent grade being defined in Section 8-302, of this Ordinance). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Section 8-304.2.

10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of Mt. Juliet, Tennessee FIRM meet the requirements of this Ordinance.

11. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.

12. A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

8-305 PROVISIONS FOR FLOOD HAZARD REDUCTION

8-305.1 General Standards

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;

2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.

3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;

4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;

5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;

10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;

11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;

12. All subdivision proposals and other proposed new development proposals shall meet the standards of Section 8-305.2.

13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;

14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

8-305.2 <u>Specific Standards</u>

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Section 8-303.3, are required:

1. <u>Residential Structures</u>

   In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than four (4) feet above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: “Enclosures”.

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least four (4) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

2. Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than two (2) feet above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than four (4) feet above the highest adjacent grade (as defined in Section 8-302). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the Floodplain Administrator as set forth in Section 8-304.2.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.

1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;

2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;

3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.

b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.

c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Section 8-305-2.

4. Standards for Manufactured Homes and Recreational Vehicles

a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.

b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:

1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than four (4) feet above the level of the Base Flood Elevation or

2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least four (4) feet in height above the highest adjacent grade (as defined in Section 8-302).

c. Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Section 8-305.2.

d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:

1) Be on the site for fewer than 90 consecutive days;

2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;

3) The recreational vehicle must meet all the requirements for new construction.

5. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

a. All subdivisions and other proposed new development proposals shall be consistent with the need to minimize flood damage.

b. All subdivisions and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

c. All subdivisions and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Section 8-305.5).

6. Fill Material

a. Filling may be permitted in locations inside the FEMA designated floodplain areas. designated as Zone AE, Zone A or Shaded X only. ~~Filling in the floodway for residential, commercial or industrial development structure purposes is strictly prohibited~~. The volume of material shall be based upon an equal cut/fill quantity, so that the total amount of fill material added, at the very minimum, shall equal the amount of material removed (compensatory fill). The building pad for each affected lot shall be filled to an elevation that equals or exceeds the base flood elevation at that location. Approval for filling may be granted only if the administrator determines that the fill material will not unduly increase flood damage potential, and that the amount and dimensions of fill material in any location is not greater than is necessary to achieve the purpose of the fill as demonstrated in the plan submitted by the applicant. Cut/Fill material may be used in FEMA designated floodplain areas.

b. In granting approval to fill property within the special flood hazard area, the administrator shall require that precautions be taken against erosion through the use of rip-rap, vegetative cover, bulk heading, or other suitable means.

c. The Floodplain Administrator reserves the right to ask for a CLOMR-F for any development or any project. No owner, developer or third party may interfere with this decision.

d. Where filling has been permitted on a platted lot, an as-built survey showing compliance with this division must be submitted to the administrator before a building permit will be issued. A copy of the LOMR-F, as approved by

FEMA, must be submitted to the floodplain administrator before a certificate of occupancy will be issued.

e. Where filling has been permitted for a new subdivision, an as-built survey showing compliance with this division must be submitted to the floodplain administrator before the final plat is recorded. A copy of the LOMR-F, as approved by FEMA, must be submitted to the floodplain administrator before the **Letter of Credit** is released.

f. Filling in the floodway for residential, commercial or industrial development structure purposes is strictly prohibited.

8-305.3 <u>Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated</u>

Located within the Special Flood Hazard Areas established in Section 8-303.2, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, excavation, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge at any point within adjacent communities. A registered professional engineer must provide supporting technical data and certification thereof; City of Mt. Juliet projects may be permitted for recreational or utility purposes at the Floodplain Administrator or Public Works Director's approval.

2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, floodway width or base flood discharge provided that the applicant first applies Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.

3. ONLY if Section 8-305.3, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Section 8-305.1 and 8-305.2.

8-305.4 <u>Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated</u>

Located within the Special Flood Hazard Areas established in Section 8-303.2, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. Require until a regulatory floodway is designated, that no new construction, substantial, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 0.0 (no rise) at any point within the community.

~~2.~~ A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for ~~a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;~~ a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.

4. ONLY if Section 8-305.4, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Section 8-305.1 and 8-305.2.

8-305.5 <u>Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)</u>

Located within the Special Flood Hazard Areas established in Section 8-303.2, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

5. 1. The Floodplain Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Section 8-305.1 and 8-305.2.

   2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.

   3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least four (4) feet above the highest adjacent grade (as defined in Section 8-302). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Section 8-304.2. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Section 8-305.2.

   4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area

equal to the width of the stream or thirty feet (30), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 0.0 ft(no rise) at any point within the City of Mt. Juliet, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Section 8-305.1 and Section 8-305.2 Within approximate A Zones, require that those subsections of Section 8-305.2 dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

8-305.6 <u>Standards For Areas of Shallow Flooding (Zone AO)</u>

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Section 8-305.1 and Section 8-305.2, all new construction and substantial improvements shall meet the following requirements:

1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least four (4) feet above the highest adjacent grade, if no depth number is specified.

2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Section 8-305.6 (1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Section 8-304.2(1) (c) and Section 8-305.2(2).

3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

8-305.7 <u>Standards For Areas of Shallow Flooding (Zone AH)</u>

Located within the Special Flood Hazard Areas established in Section 8-303.2, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Section 8-304.1 and Section 8-304.2, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

8-305.8 Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the Areas of Special Flood Hazard established in Section 8-303.2, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Section 8-304 and Section 8-305 shall apply.

8-305.9 Standards for Unmapped Streams

Located within the City of Mt. Juliet, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 0.0 ft (no rise) at any point within the Mt. Juliet.

2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Section 8-304 and Section 8-305.

2. ONLY if Section 8-305.9, provisions (1) and (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Section 8-305.1 and Section 8-305.2.

8-305.10 Areas for Identified Sinkholes

a. All new residential building shall be elevated at least one foot above the lowest point within the rim of the sinkhole and all nonresidential buildings shall be elevated or floodproofed to or above that elevation, unless certification by a registered professional engineer is provided demonstrating through a hydrologic & hydraulic (H&H) that the cumulative effect of the proposed encroachments or new development, when combined with all other existing and anticipated development, will not increase the water surface elevation, assuming conditions of the base flood discharge and only normal ground absorption within the sinkhole, to the rim of the sinkhole.

b. In no event, however, shall any residential building be located lower than or any nonresidential building be located or floodproofed to any elevation lower than one foot above the elevation of the 100-year flood boundary.

8-306 VARIANCE PROCEDURES

8-306.1 Municipal Board of Zoning Appeals

1. Authority

The City of Mt. Juliet, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. Procedure

Meetings of the Municipal Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the Municipal Board of Zoning Appeals shall be open to the public. The Municipal Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the Municipal Board of Zoning Appeals shall be set by the Commissioners.

3. Appeals: How Taken

An appeal to the Municipal Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the Municipal Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of **$250.00** dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Municipal Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Municipal Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than **45** days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by an agent or by an attorney.

4. Powers

The Municipal Board of Zoning Appeals shall have the following powers:

a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Floodplain Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

1) The City of Mt. Juliet, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.

3) In passing upon such applications, the Municipal Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:

   a) The danger that materials may be swept onto other property to the injury of others;

   b) The danger to life and property due to flooding or erosion;

   c) The susceptibility of the proposed facility and its contents to flood damage;

   d) The importance of the services provided by the proposed facility to the community;

   e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;

   f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

   g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

   h) The safety of access to the property in times of flood for ordinary and emergency vehicles;

   i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

   j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.

4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the Municipal Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.

5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

8-306.2 Conditions for Variances

1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Section 8-306.1, and in the instance of a historical building, a determination that the variance is the minimum relief necessary so as not to destroy the historic character and design of the building.

2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.

3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as $25 for $100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.

4. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

8-307 LEGAL STATUS PROVISIONS

8-307.1 Conflict with Other Ordinances

In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the City of Mt. Juliet, Tennessee, the most restrictive shall in all cases apply. ~~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.~~

8-307.2 Severability

If any section, clause, provision, or portion of this Ordinance shall be 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 which is not of itself invalid or unconstitutional.

8-307.3 Effective Date

This Ordinance shall become effective on October 17, 2023 ~~May 9, 2023~~, in accordance with the Charter of the City of Mt. Juliet, Tennessee, and the public welfare demanding it.

Approved and adopted by the City of Mt. Juliet, Tennessee, Mayor and the Mt. Juliet Commissioners.

_____
Date

_____
Mayor of Mt. Juliet, Tennessee

Attest:_____
City Recorder

_____
Date of Public Hearing

1st Reading _____

2nd Reading _____

_____
Date of Publication of
Caption and Summary

M E M O R A N D U M

Date: **September 21, 2023**

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

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

Re: **Major Amendment for**
Floodplain Ordinance No. 2023-17

Request: The Public Works and Engineering Department respectfully request the Planning Commission and the Board of Commissioners to pass these amendments to existing ordinance passed earlier this year.

Analysis: Earlier this calendar year in May, a major re-write and update to our existing floodplain ordinance was passed (Ordinance No. 2023-17) that coincided with the arrival of updated floodplain maps published by FEMA (May 9, 2023).

Once passed TEMA, NFIP Coordinator, Ms. Amy Miller and FEMA, Region 4 Director, Julius Lockhart requested another audit of our just passed floodplain ordinance. On several occasions in June and July, Rob Ealy and Charles "Shorty" Hunt Jr. met with Ms. Miller and Mr. Lockhart to further strengthen our floodplain ordinance.

Summary: Through discussions it was determined that 1) The definition of "Fill" as in the context of the Special Flood Hazard Area (SFHA) should be re-written to better match the official FEMA definition. Other definitions like Letter of Map Change (LOMC); Letter of Map Amendment (LOMA) and other revisions had been inadvertently left out of the definitions section of the ordinance. 2) It was also determined that in several sections the City's ability to request a "hydrologic and hydraulic" (H&H) analysis to help strengthen certain sections of the floodplain ordinance.

Recommendation:

Planning and Zoning:

Public Works:

West Wilson Utility District:

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

Mt. Juliet, Tennessee

Staff Report

File #: 0378 **Agenda Date:** 10/23/2023 **Agenda #:** 11.E.

Title:

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

ORDINANCE 2023-_____

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

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

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

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

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

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

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

General Fund

Increase the Following Expenditure:

110-47200-203	Special Census	$ 50,000

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

BE IT FURTHER ORDAINED:

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

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

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

PASSED:

_____
James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

APPROVED AS TO FORM:

_____
Kenny Martin, City Manager

_____
L. Gino Marchetti, Jr.
City Attorney

Executive Summary

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

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

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

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

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

Mt. Juliet, Tennessee

Staff Report

File #: 0379 **Agenda Date:** 10/23/2023 **Agenda #:** 11.F.

Title:

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

ORDINANCE 2023 –

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

Whereas, the Board of Commissioners of the City of Mt. Juliet desires to amend and update the City of Mt. Juliet city code to Chapter 12 Fire Prevention, Fire Services, Emergency Services; and

Whereas, the City Code is amended per the attached following sections:

Article I Section 12-1 Monitored fire alarms required.
Article II Title Fire Prevention, Fire Services, Emergency Services
Article II Section 12-22 Fire Department Reestablished
Article II Section 12-24 Objectives
Article II Section 12-25 Duties of fire chief
Article II Section 12-26 Use of personnel and/or equipment outside of city limits
Article II Section 12-29 Divisions
Article V Section 12-84 Materials
Article V Section 12-85 Location, Size, and Weather Conditions

Whereas, the City Code is added per the attached following section:

Article II Section 12-30 National Incident Management System/Incident Command

Whereas, the Fire Department of the City of Mt Juliet wishes to incorporate the Fireworks code:

Chapter 10 Article VI Section 10-185 through Section 10-195 and Section 16-31 into Chapter 12 Article VI Section 12-100 through 12-111 Fireworks.

Now, therefore, be it ORDAINED by the City of Mt Juliet Board of Commissioners the City of Mt. Juliet City Code is amended as follows:

The following sections are amended per the attached:

Article I Section 12-1 Monitored fire alarms required.
Article II Title Fire Prevention, Fire Services, Emergency Services
Article II Section 12-22 Fire Department Reestablished
Article II Section 12-24 Objectives
Article II Section 12-25 Duties of fire chief
Article II Section 12-26 Use of personnel and/or equipment outside of city limits
Article II Section 12-29 Divisions
Article V Section 12-84 Materials
Article V Section 12-85 Location, Size, and Weather Conditions

The following section is added per the attached:

Article II Section 12-30 National Incident Management System/Incident Command

The following section is incorporated per the attached:

Chapter 10 Article VI Section 10-185 through Section 10-195 and Section 16-31 into Chapter 12 Article VI Section 12-100 through 12-111 Fireworks.

BE IT FURTHER ORDAINED

Section 1. 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 2. 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 3. 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. Luckett, MMC
City Recorder

APPROVED AS TO FORM:

_____
Kenny Martin, City Manager

_____
L. Gino Marchetti, Jr.
City Attorney

Chapter 12 FIRE PREVENTION AND FIRE / EMERGENCY SERVICES

ARTICLE I. IN GENERAL

Sec. 12-1. Monitored fire alarms required.

All clubhouses/common buildings being built in subdivisions and communities inside the City of Mt. Juliet will be required to install a monitored fire alarm for the safety of the property and residents. The system hardware will consist of a minimum of one to two pull stations, one to four strategically placed smoke detectors, one to three horn/strobe appliances, and a strobe light alert in each restroom.

It is required that the system be monitored by an approved National Fire Protection Association (NFPA) 72 Chapter 3 Off-Site Alarm Monitored/Transmitted Company.

(Ord. No. 2017-37, § 1, 6-12-2017)

Sec. 12-2. Monitored fire alarms required in new commercial construction and when existing commercial structures are renovated.

For all commercial structures located inside the City of Mt. Juliet shall be required to have a monitored fire alarm systems. All existing commercial structures when renovated will be required to have a monitored fire alarm system. These requirements are in addition to the other fire prevention/protection currently being required.

It is required that the system be monitored by an approved National Fire Protection Association (NFPA) 72 Chapter 3 Off-Site Alarm Monitored/Transmitted Company.

(Ord. No. 2017-42, § 1, 7-10-2017)

Secs. 12-3—12-20. Reserved.

ARTICLE II. FIRE AND EMERGENCY SERVICES

Sec. 12-21. Reserved.

Editor's note(s)—Ord. No. 2012-58, § 10, adopted Sept. 24, 2012, repealed § 12-21, which pertained to fire protection and derived from Code 1997, § 7-1-101.

Sec. 12-22. [Fire department reestablished.]

There is hereby reestablished a Mt. Juliet Fire Department to be supported and equipped from appropriations by the board of commissioners and from other contributions. All apparatus, equipment, and supplies of the Mt. Juliet Fire Department shall be purchased with the approval of the fire chief in accordance with municipal purchasing requirements and shall be and remain the property of the City of Mt. Juliet. Mt. Juliet Fire Department shall be composed of a chief appointed by the city manager, and subordinate officers and personnel.

In addition to the fire chief, the Mt. Juliet Fire Department shall consist of career (paid) personnel, and fire/EMS officers and such paid personnel shall be provided for in the annual operating budget of the city.

(Ord. No. 2012-58, § 1, 9-24-2012)

Sec. 12-23. [Fire department budget.]

The board of commissioners of the City of Mt. Juliet shall provide for the operations of the Mt. Juliet Fire Department in its annual budget. Any funds raised by any individual or group may be accepted by the board of commissioners of the City of Mt. Juliet and may be used for purposes designated by the respective contributors. All equipment, materials, supplies, etc. purchased with contributed funds shall become the property of the City of Mt. Juliet. The board of commissioners may reject any gift or contribution it deems not to be in the best interest of the City of Mt. Juliet.

(Ord. No. 2012-58, § 2, 9-24-2012)

Sec. 12-24. [Objectives.]

The Mt. Juliet Fire Department shall have as its objectives:

(1) To prevent uncontrolled fires from starting.

(2) To prevent the loss of life because of fires.

(3) To prevent the loss of property because of fires.

(4) To confine fires to their places of origin.

(5) To extinguish uncontrolled fires.

(6) To perform such rescue work as is necessitated by the risk to the community and as its equipment and/or the training of its personnel makes practicable.

(7) To provide emergent and non-emergent medical care at the highest level that the equipment and training of the personnel makes practicable.

(8) To protect the health and safety of the citizens from the transportation, storage, or manufacture of hazardous materials to the extent possible that the level of equipment and training will allow.

(9) To work with the local water utility to ensure that adequate water supplies for fire protection are available.

(10) To provide community risk reduction materials, information, and programs to the citizens in order that they may protect themselves from harm.

(Ord. No. 2012-58, § 3, 9-24-2012)

Sec. 12-25. [Duties of fire chief.]

(a) The chief of the City of Mt. Juliet Fire Department shall, under the direction of the city manager, set up the organization of the department, make work assignments to individuals, and shall formulate and enforce such rules and regulations as shall be necessary for the orderly and efficient operation of the Mt. Juliet Fire Department.

(b) The chief of the Mt. Juliet Fire Department shall prepare the annual departmental budget to be approved by the city manager, ensure that adequate records are maintained of all fires, inspections, apparatus,

equipment, personnel, and work of the department. He shall submit such written reports to the city manager as the city manager requires. The city manager shall submit such written reports to the board of commissioners as the board of commissioners requires.

(c) The chief of the Mt. Juliet Fire Department shall be fully responsible to ensure for the safety of the department personnel, for the training of thepersonnel, and for maintenance of all property and equipment of the Mt. Juliet Fire Department, under the direction and subject to the requirements of the city manager. Personnel shall be trained and certified or licensed in accordance with the standards of the Tennessee Commission on Firefighter Standards and Education, the standards and requirements of the Tennessee Department of Health Division of EMS, and adopted or recognized state or national standards.

(d) Pursuant to requirements of Tennessee Code Annotated, § 68-102-108, the fire chief is designated as an assistant to the state commissioner of commerce and insurance and is subject to all the duties and obligations imposed by Tennessee Code Annotated, title 68, chapter 102, and shall be subject to the directions of the commissioner in the execution of the provisions thereof.

(Ord. No. 2012-58, §§ 4—7, 9-24-2012)

Sec. 12-26. [Use of personnel and/or equipment outside of city limits.]

Personnel and/or equipment of the City of Mt. Juliet Fire Department may be used for response outside the city limits if:

(1) In the opinion of the fire chief, a fire or other emergency incident is in such hazardous proximity to property owned or located within the city as to endanger the citizens or property within the city limis;

(2) The board of commissioners has approved contracts, mutual aid agreements, or automatic aid agreements pursuant to the authority of (1) Mutual Aid and Emergency and Disaster Assistance Agreement Act of 2004, codified in Tennessee Code Annotated § 58-8-101 et seq. and/or (2) Tennessee Code Annotated, § 12-9-101 et seq. and/or (3) Tennessee Code Annotated, § 6-54-601.

(3) Upon a mutual aid or assistance request from an emergency service agency, municipality, county, the Tennessee Mutual Aid System, or the Tennessee Emergency Management Agency pursuant to the authority and directives of the Mutual Aid and Emergency and Disaster Assistance Agreement Act of 2004 codified in Tennessee Code Annotated § 58-8-101 et seq. Such requests shall be subject to the following requirements:

a). Requests within Wilson County – shall be immediately filled with the oversight and management of the Battalion Chief on-duty or his/her designee.

b). Requests outside of Wilson County but within the State of Tennessee – shall be evaluated and approved by the Fire Chief or his/her designee with notification to the City Manager of the fulfillment of the request as soon as practicable.

C). Requests outside of the State of Tennessee – shall be evaluated by the Fire Chief or his/her designee and must be approved in advance by the City Manager or his/her designee.

(Ord. No. 2012-58, § 8, 9-24-2012)

Sec. 12-27. [Mitigation rates.]

(a) The Mt. Juliet Fire Department shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency incidents as listed in [the mitigation rates found on file with the city]. The mitigation rates shall be based on

actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in [the mitigation rates found on file with the city], which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

(b) A claim shall be filed to the responsible party(s) through their insurance carrier.

(c) The fire department's city commission may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

(Ord. No. 2017-46, §§ 1—3, 8-28-2017)

Sec. 12-28. Adequate emergency services fee.

The City of Mt. Juliet establishes an "adequate emergency service permit fee" for all new construction in the amount of $0.20 cents per square foot, as well as a fee of $0.20 cents per square foot for expansions to existing non-single-family construction. (Calculation is figured on entire square footage)

(Ord. No. 2018-27, § 1, 7-9-2018; Ord. No. 2019-34 , § 1, 7-9-2019)

Sec. 12-29.Divisions

The Mt. Juliet Fire Department shall be comprised of the following divisions whose purpose is to provide for the safety of the residents and visitors of the City of Mt. Juliet and to meet the departmental objectives.

a) Administration - responsible for all administrative aspects of the Department, including budget, planning, personnel matters, hiring and promotional processes, purchasing, fleet, facilities, policies/procedures/guidelines, and Department-related ordinances.

b) Community Risk Reduction - responsible for fire related code inspections, plans review, fire origin and cause determination, arson investigation, public life safety education programs. The Division is also responsible for child safety seat inspections and installations, Special and Public Event programs, and other accident and injury prevention programs.

c) Emergency Medical Services - responsible for the delivery of emergency medical services within the corporate limits of Mt. Juliet pursuant to T.C.A. §§ 7-61-102 through 7-61-104. Additionally, responsible for non-emergent medical care as the community need necessitates, regardless of whether such care is provided directly by Department personnel or through cooperative agreements with other agencies and/or providers. This division is responsible for medical supplies, training, personnel certification and licensure, and coordination with county and state officials and agencies.

d) Operations - responsible for all shift related operations, including safety, staffing, equipment, response, mitigation, station operations. The Operations Division also ensures coordination and compliance for national standards, accreditation, and ISO rating.

e) Training - responsible for ensuring that all certified and licensed personnel receive initial and ongoing training across all fire, EMS, rescue, and risk reduction disciplines. These responsibilities include delivery and coordination of initial recruit and ongoing training. The Training Division is also responsible for assisting Fire Administration with all entry-level hiring and promotional processes as set out by the succession plan, policies, and procedures.

Sec. 12-30. National Incident Management System/Incident CommandThe Fire Department recognizes and utilizes the National Incident Management System and the Incident Command System on all responses and for planned events. An incident commander shall be assigned on all responses in accordance with T.C.A. § 6-21-703.

ARTICLE III. ADDRESS NUMBERS

Sec. 12-31. Address numbers.

All structures in the city containing a telephone or mailbox shall have the street number prominently displayed on the mailbox in numbers which are a minimum of three inches in height. If the address has no mailbox, the numbers shall be displayed on the building or post near the street and shall be clearly legible from the road. The street number shall be the same number designated as the address by the 911 telephone system.

(Code 1997, § 7-2-101)

Secs. 12-32—12-44. Reserved.

ARTICLE IV. ALARM SYSTEMS[1]

Sec. 12-45. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Activate means to set off an alarm system indicating in any manner an incidence of burglary, robbery, fire, etc.

Alarm system means any device which is designed to be used for the detection of fire or unauthorized entry into a building or property. The term "alarm system" means any device for alerting others of fire or of the commission of an unauthorized entry except systems installed in motor vehicles, self-contained smoke detectors and medical alert alarms. The term "alarm system" includes direct dial telephone devices, audible alarms and monitored alarms.

Automatic dialing device means an alarm system which automatically sends over by telephone a message or coded signal indicating the existence of an emergency situation that the alarm system is designed to detect.

False alarm means the activation of an alarm system that results in contact to the Mt. Juliet Police Department and is not caused by:

(1) Criminal activity or unauthorized entry;

(2) Severe weather conditions;

(3) Fire causing structural damage to the protected premises, which is demonstrated in writing from the fire department within 15 days of the occurrence;

[1]Editor's note(s)—Ord. No. 2012-19, § 2(Att.) adopted Mar. 26, 2012, repealed the former Art. IV, §§ 12-45—12-53, and enacted a new Art. IV as set out herein. The former Art. IV pertained to similar subject matter and derived from Code 1997, §§ 7-3-101—7-3-108; and Ord. No. 98-3, adopted Feb. 9, 1998.

(4) Telephone line malfunction, which is demonstrated in writing from the service provider within 15 days of the occurrence.

Fire officer means the director of the county emergency management authority (WEMA).

Hearing officer means an employee of the City of Mt. Juliet designated by the chief of police to act as an impartial arbitrator at hearings related to the enforcement of the herein chapter.

Law enforcement officer means the chief of police of the city.

Responsible party means the person designated as the "responsible party" in the alarm registration filed with the city.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-46. Enforcement, violation and penalty.

(a) Any person may cause a false alarm.

(b) It shall be a violation of this Code for any person to have a functioning alarm system in the city without having obtained a permit as required by this Code.

(c) It shall be a violation to lease or sell an alarm system in the city without ensuring compliance with this Code.

(d) It shall be a violation of this Code to set off a false alarm to test a system.

(e) Service charges for false alarms or other violations shall be $25.00 each.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-47. Notification required; permit fees.

(a) Every person who shall own, operate or lease any alarm system within the city, shall, prior to use of the alarm system, give notice to the law enforcement officer, on forms to be provided and obtain a permit.

(b) The information on the forms shall include:

(1) The type, make and model of each alarm device and, if the alarm system is monitored, by whom;

(2) Whether installed in a residential or commercial premises;

(3) The name, address, business and home telephone number of the owner of lessee of the alarm system;

(4) The name, address, and telephone number of the responsible party.

(5) Within ten days following any change of circumstances which renders obsolete any of the information submitted, the alarm user shall file an amendment to his information setting forth the currently accurate information. No additional fee shall be required unless the change has terminated the permit.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-48. Registration fee.

Each responsible party shall pay an annual registration fee, only once per calendar year, of $10.00 for each alarm system on residential property and $25.00 for each alarm system on commercial property. Registration fees shall be due on March 31 for alarms beginning with the letter A—G, June 30 for alarms beginning with the letter H—M, September 30 for alarms beginning with the letter N—S, December 31 for alarms beginning with the letter

T—Z of each year. Permit fees shall be placed in the city general fund. Fees for direct monitoring by the city, when not prohibited by T.C.A § 62-32-321(a)(2)(A), shall be $120.00 per month.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012; Ord. No. 2016-12, 3-28-2016)

Sec. 12-49. Employee training.

Each owner, operator, or lessee shall be responsible for training employees, servants or agents in the proper operation of his alarm system. Training shall include the numbers to call after a false alarm and how to shut the system off after activation.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-50. Address identification.

Each person renting or owning property shall comply with section 12-48, pertaining to address numbers, and shall post the alarm registration sticker near the front door so as to be clearly visible from the front of the building.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-51. Audible alarms.

All audible alarms shall be equipped with an automatic shutoff to function within 20 minutes of the alarm sounding. This section shall not apply to fire alarms.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-52. Automatic dialing devices.

Automatic dialing devices shall:

(1) Not call the 911 emergency line. Such devices shall be restricted to dialing the nonemergency police communications phone numbers. No automatic dialer shall dial any fire communications phone number. (See T.C.A § 7-86-118).

(2) Have a clearly understandable recording.

(3) Be programmed to repeat its message a minimum of two times.

(4) Automatically reset itself so as to not continuously call police communications phone numbers.

(5) Be programmed to give the owner's or resident's name and the exact street number and name.

(6) Be programmed to state that it is an alarm. The device shall not say a burglary or robbery is in progress.

(7) State the hours the property is occupied if the alarm is used as a robbery or panic alarm as well as burglar alarm.

(8) State whether the device has notified a third party and the identity of the third party.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-53. False alarms.

Required reports of corrective action and disconnection.

(1) The responsible party shall bear responsibility for false alarms.

(2) A response to an alarm shall result when fire or police department personnel discover or are notified of an activation of an alarm system. If the user or user's agent calls the dispatcher within five minutes of activation it shall not be considered a false alarm unless an officer has already arrived on the scene or a fire truck has moved in response to the alarm.

(3) For all false alarms in excess of three in a permit year, the responsible party shall be billed a $25.00 service charge per false alarm for allowing a false alarm to be conveyed to the police department.

(4) Activations caused by violent acts of nature shall not be considered false alarms provided the owner of the alarm notifies the hearing officer of the violent act of nature within 15 days of the event. No act of nature shall be deemed to be a violent act of nature unless some physical damage is done to the property of the alarm system. (See T.C.A. § 62-32-321).

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-54. Appeals.

(a) A hearing officer shall be appointed by the chief of police to hear appeals from alarm users on the issue of whether the alarm system in question activated a false alarm.

(b) Upon receipt of any false alarm bill from the city, the responsible party shall have ten days to make a written request for a hearing before the hearing officer.

(c) At the hearing, which must be scheduled and conclude within 15 days from receipt of the request the responsible party shall have the right to present evidence.

(d) The hearing officer shall make written findings available to the alarm user and the chief of police within ten days from the date the hearing is concluded.

(e) A decision by the chief of police to accept or reject the hearing officer's findings shall be made within ten days from the receipt of the above findings by the chief of police.

(f) Until all of the steps set forth in this section have been completed, the false alarm in question will be considered to have been genuine and will not be considered the basis for the prima facie presumption that the involved alarm system is malfunctioning.

(g) Upon receipt of the chief of police's finding, the alarm user may appeal, in writing, to the Mt. Juliet city court within 30 days.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-55. Service charge assessments.

(a) It is hereby determined that all false alarms constitute a public nuisance. The responsible party shall be billed a $25.00 service charge per false alarm occurrence after the third such false alarm in any year. Each service charge incurred shall be billed and payment shall be made within 30 days. Failure to make payment within 30 days may result in the responsible party's permit being revoked and collection action to be taken.

(b) Any permit revoked shall not be reinstated until all outstanding false alarm service charges are paid in full together with a $25.00 reinstatement fee.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Sec. 12-56. Notices.

(a) Notice or billing from the city to any responsible party shall be deemed to have been given or rendered on the date such notice or billing is deposited in the U.S. Mail, first class postage, prepaid, addressed to the permit holder at the address shown in the city's permit records. A certificate signed by the person who mailed the notice shall be prima facie evidence of the facts stated therein with respect to such notice.

(b) Notice to the city of payment shall be effective when received at the appropriate city office.

(Ord. No. 2012-19, § 2(Att.), 3-26-2012)

Secs. 12-57—12-81. Reserved.

ARTICLE V. BURNING

Sec. 12-82. Noxious or toxic fumes prohibited.

No person shall burn matter in a manner which causes a health hazard or generates noxious or toxic fumes.

(Code 1997, § 7-4-101; Ord. No. 95-13, 8-14-1995)

Sec. 12-83. Ash.

No person shall burn materials in such a manner which will deposit ash on adjoining property.

(Code 1997, § 7-4-102)

Sec. 12-84. Materials.

The only materials permitted to be burned are natural vegetation and untreated wood products. No person shall burn plastics, shingles, tires, laminated or glued wood products, wiring, metal, or insulation. No person shall burn natural vegetation the is known to cause allergic reactions or other health issues, such as poison ivy, poison oak, etc.

(Code 1997, § 7-4-103)

Sec. 12-85. Location, Size, and Weather Conditions.

No person shall burn matter in the open (outside a container) within 50 feet of any structure.

Except for permitted commercial burning, all materials shall be burned in a commercially manufactured or constructed container such as a fire pit, fireplace, burn barrel, outdoor stove, etc. Residential open burning of approved materials is permitted so long as the size of the pile of materials does not exceed 36 square feet and no more than 4 feet in height.

No person shall burn when wind conditions reach 10 mph or more, nor when a burn ban has been issued by the Fire Marshal or his/her designee.

(Code 1997, § 7-4-104)

Sec. 12-86. Supervision.

An adult shall attend any fire from the time it is set until it is extinguished.

(Code 1997, § 7-4-105)

Sec. 12-87. State and federal laws.

No person shall burn matter in a manner which violates state or federal law.

(Code 1997, § 7-4-106)

Sec. 12-88. Importing materials.

No person shall burn, in the city, materials obtained from clearing land or trash collection or demolition operations which occur outside of the city.

(Code 1997, § 7-4-107)

Sec. 12-89. Commercial Burning.

A burn permit is required for any burning of trees, stumps, brush, and other vegetation for site-clearing purposes. The burning of non-permitted materials is prohibited, and all material being burned shall have been generated on site. All burning shall be conducted in a three-sided, minimum six-foot deep pit. The pit may be dug for depth, may consist of earthen berm walls, or a combination of dug and earthen walls that meet the minimum requirements. The Fire Marshal or his/her designee reserves the right to impose additional safety requirements upon inspection and before issuing a permit, including, without limitation, requiring the applicant to use a pit that is greater than six feet in depth. The pit must be a minimum of 50 feet away from any structure, and the fire must be attended at all times, completely extinguished or covered with soil when workers or attendants are not on site and must be completely extinguished or covered with soil at dusk. A permit holder shall take those precautions, such as the use of commercial blowers or the guideline use for air curtain destructors, reasonably necessary to prevent smoke and embers from any such fire shall not negatively affect neighboring property owners or create a risk of fire spread.

Inspection of the burn pit and the site are required prior to burning. Although burning may be permitted over multiple days, a permit must be obtained prior to any burning.

Secs. 12-90 – 12-99. Reserved

File #: 0380 **Agenda Date:** 10/23/2023 **Agenda #:** 11.G.

Title:

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

ORDINANCE 2023 –

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

Whereas, the Board of Commissioners of the City of Mt. Juliet desires to amend and add to City of Mt. Juliet city code Chapter 12 Fireworks; and

Whereas, the Fire Department of the City of Mt Juliet wishes to incorporate the Fireworks code: Chapter 10 Article VI Section 10-185 through Section 10-195 and Section 16-31 into Chapter 12 Article VI Section 12-100 through 12-110 Fireworks.

Now, therefore, be it ORDAINED by the City of Mt Juliet Board of Commissioners the City of Mt. Juliet City Code is amended as follows:

The following section is amended and incorporated per the attached:
Chapter 10 Article VI Section into Chapter 12 Article VI Section 12-100 through 12-110 Fireworks.

BE IT FURTHER ORDAINED

Section 1. 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 2. 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 3. 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. Luckett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney

ARTICLE VI. FIREWORKS[1]

Sec. . 12-100. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved means acceptable to the code official or authority having jurisdiction.

DOT Class C common fireworks means all articles of fireworks as are now or hereafter classified as DOT Class C common fireworks in the regulations of the United States Department of Transportation.

Permit means the written authority of the Fire Marshal issued under the authority of this article.

Retailer means any person engaged in the business of making retail sales of fireworks.

Sale means an exchange of articles of fireworks for money and also includes barter, exchange, gift, or offer thereof and each such transaction made by any person, whether as principal, proprietor, salesperson, agent, association, co partnership, or one or more individuals.

State fire marshal permit means the appropriate fireworks permit issued by the state fire marshal under the authority of T.C.A. § 68-104-101 et seq.

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec. .12-101. Penalty for violations.

All individuals that violate any provision of this article shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed $50.00 plus costs. Each rule violation or transaction shall be considered a separate violation. Employers of fireworks vendors and permit holders shall also be guilty of violations by persons in their employment and persons under their supervision.

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec. . 12-102. Permits, regulations; fees.

(a) It shall be unlawful for any person to sell, offer for sale, ship, or cause to be shipped, into the city any item of fireworks without first having secured a state fire marshal permit, and a permit issued by the city, which permit shall not issue without the applicants first providing satisfactory proof of obtaining a sales tax number for each location at which fireworks sales will be had and they will provide proof that annual sales tax returns have been filed for each location located inside the city within 15 days of filing sales tax returns.

(b) Permits are not transferable.

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[1]Editor's note(s)-Ord. No. 2012-01, § 1, adopted Jan. 23, 2012, repealed the former Art. VI, §§ 10-185-10-194, and enacted a new Art. VI as set out herein. The former Art. VI pertained to similar subject matter and derived from Code 1997, §§ 5-6-101-5-6-110; Ord. No. 2002-17, adopted June 10, 2002; Ord. No. 2002-26, §§ 5-6-101-5-6-110, adopted Aug. 26, 2002.

(c) A permit shall be valid only from June 20th through July 4th for the Fourth of July season or December 20th through December 31st for the New Year's Eve season. It shall be unlawful to sell fireworks in the city except June 20th through July 4th and December 20th through December 31st. Hours of operation for retail sales are from 8:00 am till 10:00 pm.

(d)

It shall be unlawful to discharge or use fireworks except for the following dates and times:Fourth of July: July 2nd ,3rd , and 4th from 5pm to 10pm.

New Year's Eve: December 29th and 30th from 5pm to 10pm and December 31st from 5pm to 1am January 1st.

It shall be unlawful to discharge or use fireworks during a burn ban declared by the Fire Marshal or his/her designee.

(e) The city shall charge a fee of $1.00 per square foot, minimum of $1,500.00 for any temporary tent for the issuance of each semiannual permit provided for in this section. No single tent shall exceed 4,000 square foot, and must adhere to all setback requirements as noted within this ordinance.

The city will limit the amount of fireworks tent permits for any single season to one per 1.5 square miles of incorporated city limits. Additionally, the city will not issue more than 2 tent permits per owner/vendor.

Application for a permit to sell fireworks in the city shall be submitted to the Fire Marshal within the following timeframe: Fourth of July: CoMJ Fireworks permit holder within the past 12 months – March 1 to May 31.
New fireworks permit applicant – April 1 to May 31.
New Year's Eve: CoMJ Fireworks permit holder within the past 12 months – September 1 to November 30.
New fireworks permit applicant – October 1 to November 30

(f) An application must be filed for each location and shall contain the following:

(1) Name, address, and telephone number of applicant. The applicant must be the natural person who will be responsible for sales. The applicant's name or company name shall also be the same as the name on the state fire marshal permit. Names of all partners or persons sharing more than ten percent of the profit shall be disclosed on the application. The applicant shall be liable for all violations of this article by persons under their supervision. The application must also contain the names and contact numbers of the tent operators.

(2) A copy of the state fire marshal permit.

(3) Evidence that general liability insurance has been obtained by applicant naming the City of Mt. Juliet, Tennessee as additional insured for at least $1,000,000.00 for each occurrence, whether in respect to bodily injury liability or property damage liability or bodily injury and property damage liability combined.

(4) The location where the applicant will conduct the business of selling fireworks, and must include permission of the property owner or copy of the lease.

(5) Cleanup deposits of $750.00 per location shall be paid by applicant, which shall be refunded after the fireworks post-season inspection, or used by the city to clean up the retail fireworks site, if needed.All fireworks must be removed from the site and the entire site must be cleaned of boxes, garbage, and debris within 48 hours following the expiration of the permit. The tent must be removed within 10 business days following the expiration of the permit, or the cleanup deposit will be forfeited. All debris including cardboard boxes, etc., shall be stored in an enclosed structure for the duration of the sales period.

(6) A copy of the tent flame retardant letter on all tents must be provided.

(7) Evidence of working fire extinguishers, which must be easily accessible and in plain view. All tents must have a minimum of two 10 lb. ABC fire extinguishers and one water-based fire extinguisher on site.

(Supp. No. 12)

(8) Site plan including:

a. Dimension of the lot;

b. Dimension and location of tent;

c. Location of adjacent structures;

d. Location of parking and number of spaces provided.

(9) Assurance of a 20-foot setback from extreme outer edge of the lane of travel to the tent or signage. To be measured from the edge of the tent side or overhang of the top, not to include ropes, tie-downs or other appendages used to secure tents.

(10) Temporary event permit and signage application as approved by the Planning & Zoning department, in accordance with Land Development code 3-106.

(G) Generators must be kept a minimum of 20 feet away from the extreme outer edge of the tent.

(H) No overnight sleeping or accommodations are allowed within the firework tents.

(I) All tents must be a minimum of 200 feet from any fuel dispensing location if unimpeded, and a minimum of 100 feet from any fuel dispensing location if impediments are present. Allowances based on impediments are to be determined by the Fire Marshal or his/her designee..

(J) All charcoal grills, gas grills, open flame burners or fire pits, are strictly prohibited.

(K) No parking within 20 feet of the extreme outer edge of the tent.

(L) During non-business hours, all fireworks must be secured in locked storage or security for the tent and site must be provided.

(M) Tents meeting the current adopted International Building Code, International Fire code and Life Safety code (NFPA 101) may be used for the retail sale of fireworks. Ground fault interrupter protection must be used for power cords that supply power to tents and other outdoor structures. Electrical wiring inside tents and other outdoor locations shall be securely installed, without splices, and lamps shall be protected from accidental breakage by a suitable fixture or guard.

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec..12-103. Permit revocation.

The Fire Marshal or code official shall be authorized to revoke any permit upon failure to correct any of the following conditions within 24 hours after notification:

(1) In the event that the permittee or the permittee's operator violates any lawful rule, regulation, or order of the Fire Marshal or codes director of the city.

(2) In the event that the permittee's application contains any false or untrue statements.

(3) In the event the permittee fails to timely file and/or pay any report, tax, fee, fine or charge.

(4) In the event the permittee or the permittee's operator violates this article or statute.

(5) In the event the permittee or the permittee's operator incurs multiple city or state offenses, the city may not grant approval for said company to operate at any location within the corporate city limits and possibly withhold approval not to exceed two years from fireworks' season in which violation occurred.

(6) In the event of an infraction, the City reserves the right to issue a minimum fine of $50 per infraction.

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec.. 12-104. Permissible fireworks.

It is unlawful for any individual to possess, sell, or use within the city, or ship into the city, except as provided in this article, any pyrotechnics commonly known as fireworks other than the following permissible items:

(1) Those items now or hereafter classified as DOT Class C common fireworks; or

(2) Those items that comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission and permitted for use by the general public under its regulations.

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec. 12-105.Sale of fireworks.

Fireworks and related legal accessories may be sold within the city within the dates and timeframes listed in 12-102 All signs must comply with Article 11, Sign Regulations, of the city zoning ordinance.

At the point of sales, a display shall be visible and a handout shall be provided to each person purchasing fireworks stating the following;

"**City of Mt. Juliet Laws and Regulations Regarding the Use or Discharge of Fireworks**

Permissible dates and times to use or discharge fireworks:

- Fourth of July: July 2nd, 3rd, and 4th from 5pm to 10pm.
- New Year's Eve: December 29th and 30th from 5pm to 10pm and December 31st from 5pm to1am January 1st.

Fireworks Use and Discharge Regulations:

- It shall be unlawful to explode or ignite fireworks within 600 feet of any church, hospital, funeral home, public or private school, or within 200 feet of where fireworks are stored, sold, or offered for sale. No person shall ignite or discharge any permissible articles of fireworks within or throw the same from a motor vehicle while within, nor shall any person place or throw any ignited article of fireworks into or at such a motor vehicle, or at or near any person or group of persons.
- It shall be unlawful for a user of fireworks to ignite fireworks on another person's private property unless permission is obtained from the owner or occupant of the property. Fireworks shall not be launched or fired onto the property of persons who have not given permission.
- It shall be unlawful for fireworks to be used at times, places, or in any manner, which adversely affects other persons.
- It shall be unlawful for fireworks to be used or discharged at any time except for the permissible times listed above.

Violations may result in fines or criminal charges. Additionally, the unlawful use or discharge of fireworks may result in the violating party be liable for injuries to persons and/or damage to property."

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec. 12-106.Unlawful sale and use of fireworks.

(a) It shall be unlawful to offer for sale or to sell any fireworks to children under the age of 18 years.

Advisory signs shall be posted in plain view regarding minimum age to purchase fireworks.

(bl It shall be unlawful to offer for sale or to sell any fireworks to any intoxicated or seemingly irresponsible person.

(c) It shall be unlawful to explode or ignite fireworks within 600 feet of any church, hospital, funeral home, public or private school, or within 200 feet of where fireworks are stored, sold, or offered for sale. No person shall ignite or discharge any permissible articles of fireworks within or throw the same from a motor vehicle while within, nor shall any person place or throw any ignited article of fireworks into or at such a motor vehicle, or at or near any person or group of persons.

(d) It shall be unlawful for a user of fireworks to ignite fireworks on another person's private property unless permission is obtained from the owner or occupant of the property. Fireworks shall not be launched or fired onto the property of persons who have not given permission.

(e) It shall be unlawful for fireworks to be used at times, places, or in any manner, which adversely affects other persons.

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec. 12-107.Storing, locating, and structures.

No person shall smoke within 50 feet of an area where fireworks are sold. No person selling fireworks shall permit the presence of lighted cigars, cigarettes, or pipes within 50 feet of where fireworks are offered for sale. At all places where fireworks are stored or sold, there must be posted signs with the words "Fireworks-No Smoking" in letters not less than four inches high. A workable fire extinguisher must be present at each retail fireworks site. Fireworks sold at retail shall only be sold from an approved structure only selling fireworks and accessories for use of fireworks, and shall be no closer than 40 feet to any other structure.

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec.. 12-108. Limitations on structures.

Approved tents may be used for the retail sale of fireworks. As a minimum, two unobstructed exits, consistent with local Fire Codes, shall be provided and maintained at all times during operations. Fireworks may not be stored in a permanent building unless the building is constructed of nonflammable materials such as metal or concrete block. Tents shall be separated by 50 feet.

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec.12-109. Parking for retail fireworks sales site.

The site for a temporary fireworks retailer shall be improved to provide off-street customer parking as follows: one customer parking space per 100 square feet of tent area, with a minimum of 12 spaces, in addition to employee parking. In addition, the retail fireworks site must provide for an on-site turnaround area so that backing of vehicles onto the street will not be necessary. The site for a permanent fireworks retail sales facility shall conform to the Mt. Juliet Zoning Ordinance pertaining to all parking regulations.

(Ord. No. 2012-01, § 1, 1-23-2012)

Sec. 12-110. Firework displays or shows.

Any organized firework display being promoted by or for a neighborhood, Home Owners Association or individual, that will be utilizing residential grade fireworks, will need to notify the Fire Marshal's office with the Mt. Juliet Fire Department a minimum of two weeks in advance. The organizer will need to provide the Fire Marshal with a site plan showing the location of the discharge area, the fallout zone and the designated area for spectators.

For residential shows utilizing commercial grade fireworks or Commercial Firework Displays, the organizer will need to obtain and provide the information required in the Commercial Grade Fireworks Display packet to the Fire Marshal's office a minimum of four weeks in advance.

All firework displays and shows are only allowed for the following holidays and time frames - Memorial Day (last weekend in May, Friday through actual Monday holiday), Fourth of July (June 28th -July 5th) and New Year's Eve (December 26th through January 1st).

Secs. 10-196-10-211. Reserved.

Sec. 16-31. Fireworks.

It shall be unlawful to:

(1) Sell fireworks in the city except June 20 through July 4 and December 20 through December 31;

(2) Discharge or use fireworks except for July 2,3, and 4 from 5pm to 10pm and December 29, and 30 from 5pm to 10pm and December 31 from 5pm to 1 am January 1. Also, except for properly permitted fireworks display shows.

(3) Smoke within 50 feet of any place where fireworks are sold;

(4) Sell fireworks without a proper permit from the City of Mt. Juliet.

(5) Sell fireworks to a person under 18 years of age;

(6) Give fireworks to a person under 18 years of age,provided, however, this provision shall not apply to a parent who supervises the use of fireworks by his child. (Code 1997, § 10-2-111; Ord. No. 97-15, 5-12-1997)

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

Mt. Juliet, Tennessee

Staff Report

File #: 0386 **Agenda Date:** 10/23/2023 **Agenda #:** 11.H.

Title:

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

ORDINANCE NO. _____

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

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

WHEREAS, the Regional Planning Commission considered this request during their meeting of July 20, 2023, and forwarded a positive recommendation for approval to the Board of Commissioners by a vote of (5-1-0) and;

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property on Lebanon Road, Map 054, Parcel 005.00, approximately 37.84 acres, from RS-40, CRC, CG to RM-8 PUD and adopt the Preliminary Master Development Plan for The Bluffs at Cedar Creek.

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

SECTION 1. – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning those certain parcels of real property on Lebanon Road, Map 054, Parcels 005.00, approximately 37.84 acres from RS-40, CRC, CG to RM-8 PUD.

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – The Preliminary Master Development Plan for The Bluffs at Cedar Creek (Exhibit B) is hereby adopted, except as modified herein. The Preliminary Master Development Plan shall comply with the Zoning Ordinance, be in substantial conformance with all other applicable rules, regulations and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

Planning and Zoning:

1. Driveways shall be a minimum of 22 feet in length.
2. Signage to be reviewed via separate application to the Planning Department.
3. All exterior lighting fixtures shall be decorative.
4. Preserve as many trees as possible, especially around perimeter and stream buffers. Provide a tree preservation plan with 1st reading submittal.
5. Existing trees can be utilized for perimeter buffer, should they meet the code as such. Supplemental plantings will likely be required.
6. Provide Covenants and Restrictions for review.
7. Add a note that no more than 10% of the units will be used for rentals, short or long term. Include this verbiage in the Covenants as well. Also, indicate on the plans these units are for sale only.
8. The existing trees around the perimeter of the property shall be placed in a 30’ do not disturb buffer. Protect trees near stream as well.
9. Provide heavy landscaping around all detention ponds.
10. Provide fencing along the bluff/bank for resident protection.

11. Parking for commercial shall be determined when users are identified.
12. Commercial buildings shall be completed by the 100th CO.
13. Amenity Center shall be completed by the issuance of the 100th CO.
14. Commercial Design Standards shall be met for the CRC portion of the PUD.
15. Work with staff to find a suitable location for the mail kiosk away from the amenity center.
16. Provide Decorative Street Lighting at both ingress/ egress on Lebanon Rd.
17. Work with staff to provide parallel parking.
18. Label roads public or private.
19. The Planning Commission gave a positive recommendation to the requested waiver/ variance for 5-104.1 of the zoning ordinance, respectively, to omit portions of the perimeter fence and utilize ornamental fencing where conflicts with the stream and buffer occur and along the eastern portion of the site and added the condition that in areas where the abutting lot is residentially occupied, rather than the ornamental fence, provide a low maintenance opaque fence 6' minimum in height on the exterior of the buffer. Preserve as many trees/vegetation as possible in these areas. A tree preservation plan shall be required.
20. The Planning Commission gave a positive recommendation to the requested waiver/ variance for Request to allow up to .30 acres of disturbance of slopes exceeding 20% while minimizing disturbance where possible and not within a building envelope. No fill shall be allowed in these areas.
21. The Planning Commission gave a positive recommendation to the requested waiver/ variance for 5-103.6 of the zoning ordinance. Request to allow building separation of 20' since all units will be sprinkled.
22. The Planning Commission gave a positive recommendation to the requested waiver/ variance for 4-114, Design Standards- Request to allow 50% of the homes to reduce the required brick from 100% to 50% brick and/or stone. Subject to the following conditions:
    1. No two house plans and elevations shall be situated and built next to one another,
    2. No two house plans and elevations shall be situated and built across the street from one another.
    3. High visibility lots shall have 100% brick/stone.
    4. High visibility lots shall not have blank end facing the street side and shall include architectural features such as optional window packages and or fireplaces.
    5. The use of vinyl shall be prohibited.
    6. Provide decorative carriage style two car garages including windows.
    7. Secondary material shall be cementitious siding.
    8. Provide more diverse elevations for the amenity center.
23. The Planning Commission gave a positive recommendation to the requested waiver/ variance to omit the landscaping buffer between commercial and residential but still provide landscaping just not in the form of a traditional buffer, buffer shall be required on westerly portion.
24. Correct unit count by 1st reading at BOC.
25. The Planning Commission gave a positive recommendation for the Conditional Use Permit that is necessary for the residential use illustrated on sheet C4.00
26. 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.
27. Developer is to add a water spicket, agility course, shade structure, and clean up area at the dog park.
28. All wet ponds shall contain fountains.

<u>Fire Marshal:</u>

1. No homes will be constructed (vertical) until hydrants are in place and operational, and roads are in place with at a minimum of all-weather surface.

2. No parking on all streets unless in designated parking spaces to be enforced by the HOA. Provide signage.

Public Works**:**

1. A traffic signal at the proposed main access to Lebanon Road may be warranted in the future. Perform signal warrant studies at 50% and 90% buildouts. Install a traffic signal if warranted.
2. A right turn lane is warranted at the site access to Lebanon Road. However, since right-of-way isn't readily available, staff and the applicant have agreed to an alternate improvement at the intersection of Lebanon Road and N. Mt. Juliet Road to improve operations. Widen the northbound approach at the intersection to provide a separate northbound through lane from the dual left turn lanes and right lane for approximately 200 feet. Right-of-way is available to widen this to the east, and staff will work with developer to keep improvements within these limits.
3. Provide ample parallel parking in areas without driveways. Staff recommends parallel parking instead of perpendicular parking.
4. Existing slopes equal to or greater than 20% shall not be within a proposed building envelope in a fill situation.
5. The roundabout shall have splitter islands at each approach. The roundabout layout and design will be reviewed during construction plan submittal to ensure it meets national roundabout design standards.
6. The greenway along Cedar Creek shall be contained within a 20 ft public access easement. Any bridges required for the greenway shall have a 12 foot inside clearance width.
7. Provide a raised crosswalk along the 10, paved walkway where it connects to the commercial.
8. Provide an easement at roundabout to westerly property.
9. All sewer on the site shall be public including any pump stations with 20 ft easements on either side.
10. Road F will be a permanent access road and Road A will be built to 3 lanes. Road F will not be a public road and will not be maintained by the City.
11. An additional letter of credit in the amount of $750k will be required, and cannot be released until the following conditions/triggers have been met:
    a. If the traffic light has been installed or is deemed that it is not warranted by Public works and TDOT following a year after completion of the project; and
    b. The commercial portion is substantially built out to include the shell portion of the building.

WWUD:

1. All private Fire Hydrants shall be painted white.
2. Water Lines shown are not WWUD's design.

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

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

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

PASSED:

_____
James Maness, Mayor

FIRST READING:
SECOND READING:

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

_____
Kenny Martin, City Manager

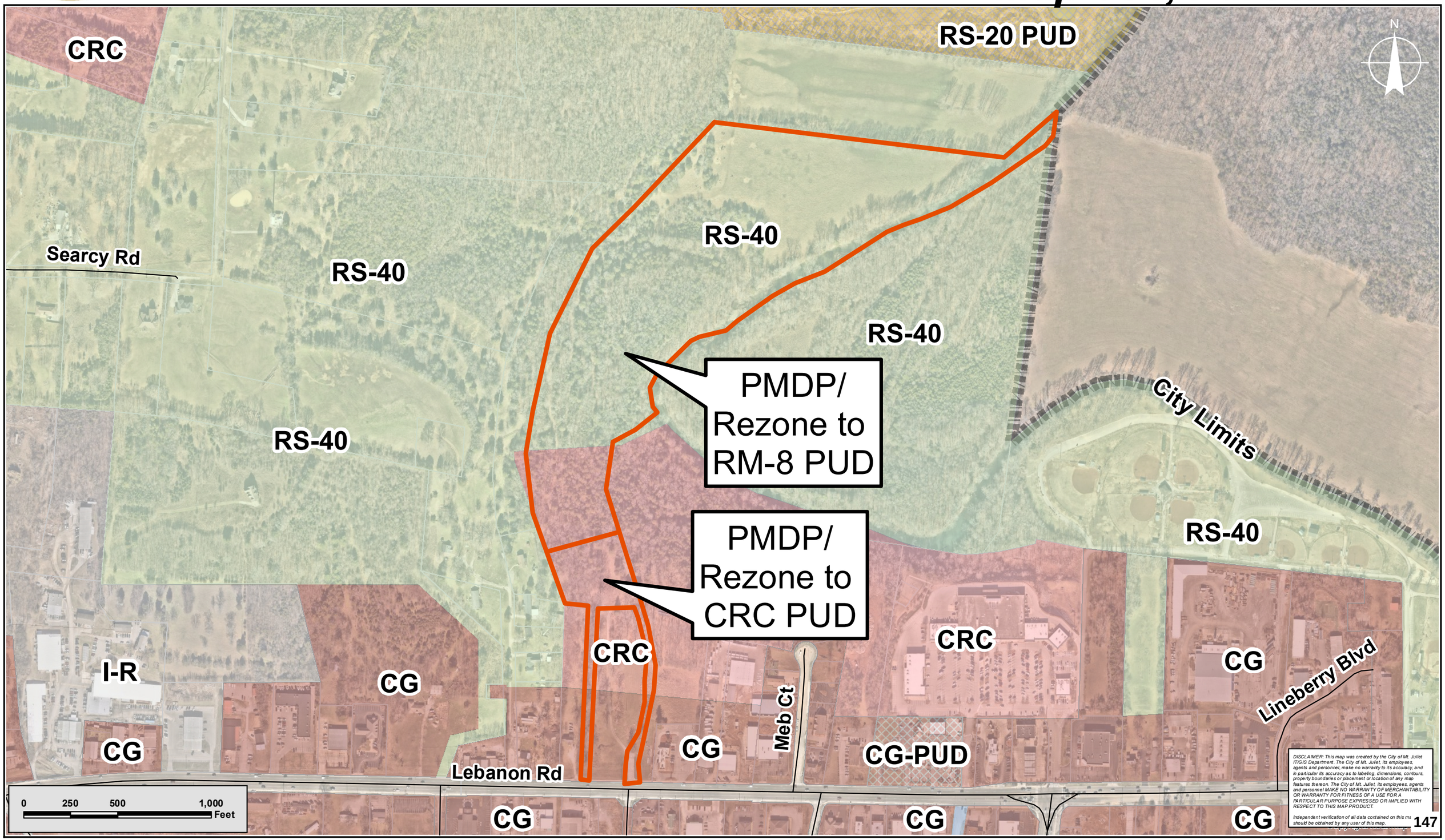
APPROVED AS TO FORM:

_____
L. Gino Marchetti, Jr.
City Attorney

Notes: 4/20/23 Planning Commission Deferred
7/20/23 Planning Commission Recommended Approval
8/14/23 Board of Commissioners Deferred
8/28/23 Board of Commissioners Deferred
9/11/23 Board of Commissioners Failed 1st Reading
10/23/23 Board of Commissioners – Commissioner Justice sponsored to come back for 1st Reading

Exhibit B - PMDP PUD

The Bluffs At Cedar Creek
Map 054, Parcel 05.00



M E M O R A N D U M
Reflects Revisions

Date: **July 20, 2023**

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

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

Re: **The Bluffs at Cedar Creek**
Land Use Amendment, PMDP PUD
Map - 54
Parcel(s) – 5.00

Request: Submitted by CSDG, on behalf of their client Forester Real Estate Group, the applicant requests a Land Use Plan Amendment, Rezone and Preliminary Master Development Plan approval for a 180 townhome and commercial development on Lebanon Road.

History: This project was presented to the Planning Commission in April 2023 where their Land Use Plan Amendment was denied. Commissioner Justice sponsored the land use amendment to be heard at the July 10, 2023 Board of Commissioners meeting where it was approved on first reading, with the condition that should the PMDP fail the Land Use would revert to its original designation.

We have included the original staff report for reference. The plans have changed since it was first presented to the Planning Commission. Below is a list of revisions submitted by the applicant to address some of staff's original comments:

- **Residential Changes**
  - Secondary ingress/egress is now a part of the PUD
  - Total RM-8 unit count is 180 Rear Loaded Townhomes
    - *Removed the front loaded villas at the north end of site*
  - All driveways are now at least 22' in length
    - *PREVIOUS VERSION = 44 Units did not meet driveway length*
  - 756 Total Parking Spaces(4.5 / Unit or 77 additional spaces)
    - *PREVIOUS TOTAL= 674, includes garages.*
  - No changes to amenity package, *have provided parking, water spigot, agility course, shade structure and pet clean up station at dog park.*

- **Commercial Addition**
  - ~3.1 acres of commercial Facing Traffic Circle
    - Kept existing base zoning of CRC
    - Requesting conditional use permit to allow residential above 1st floor commercial.

            - Example renderings in plans(Sheet C4.00)
    - ~7500 SF of total commercial space
        - All uses under CRC would currently be allowed, *with the exception of gasoline sales and animal care, vet.*

- **<u>Proposed Offsite improvements</u>**
    - Traffic Signal at main entrance
        - Currently does not meet warrant but developer believes they have a path forward
            - Developer will need public works help to justify the installation
    - Improvements at Mt. Juliet Road & Lebanon Road
        - Add additional Northbound lane to Mt. Juliet Road at Intersection with Lebanon Road(currently a total of 3 lanes)
        - Allows for dedicated movements
            - 2 Dedicated Left Turn Lanes
            - 1 Dedicated Straight/Thru lane to Mt. Juliet Village
            - 1 Dedicated Right Turn Lane
        - Adjust signal heads and timing with Mt. Juliet/TDOT guidance
        - Would involve completely resurfacing Mt. Juliet Road
            - From intersection back to Creekside Drive(Approximately)
            - Adjusted striping
            - Minimal impact to motorists as our plan can work within the limits of the existing sidewalks & curbs
                - Milling, surfacing and striping can primarily take place at night.

<u>Requested Waivers are as follows:</u>

<u>Waivers/Variances:</u> The following waivers/variances are requested:

1. 5-104.1 of the zoning ordinance, respectively, to omit portions of the perimeter fence and utilize ornamental fencing where conflicts with the stream and buffer occur and along the eastern portion of the site. Staff supports, in areas where the abutting lot is residentially occupied, rather than the ornamental fence, provide a low maintenance opaque fence 6' minimum in height on the exterior of the buffer. Preserve as many trees/vegetation as possible in these areas. A tree preservation plan shall be required.
2. Request to allow up to .30 acres of disturbance of slopes exceeding 20%. STAFF SUPPORTS. Minimize disturbance where possible and not within a building envelope. No fill shall be allowed in these areas.
3. 5-103.6 of the zoning ordinance. Request to allow building separation of 20' since all units will be sprinkled. Fire Marshall SUPPORTS, the buildings will be sprinkled.
4. 4-114, Design Standards- Request to allow 85 or 50% of the homes to reduce the required brick from 100% to 10-50% brick and/or stone. STAFF SUPPORTS a minimum of 25% brick with the following conditions:
    1. No two house plans and elevations shall be situated and built next to one another,
    2. No two house plans and elevations shall be situated and built across the street from one another.

3. High visibility lots shall have 100% brick/stone.
4. High visibility lots shall not have blank end facing the street side and shall include architectural features such as optional window packages and or fireplaces.
5. The use of vinyl shall be prohibited.
6. Two garage doors shall be provided with a 2' brick column to separate. Garage doors shall be carriage style.
7. Identify secondary material.
9. Provide more diverse elevations for the amenity center.

5. Request to Omit the landscaping buffer between commercial and residential. STAFF SUPPORTS, landscaping shall be provided but does not have to be in the form of a standard buffer.

Conditional Use Permit requested:

The Board of Commissioners has the right to grant Conditional Use Permits within PUD's (8-201.1.5). Therefore, the applicant has requested to allow residential occupancy for the commercial portion of this PUD. The applicant proposes first floor commercial, upper story residential. The buildings proposed for this use can be found on Sheet C4.00.

The accessory residential occupancy regulations are listed below:

Residential occupancy in connection with nonresidential activity. Residential occupancy may be permitted as an accessory use to a principal nonresidential activity located on the same zone lot subject to the following:

a. Only one unit permitted. No more than one dwelling or rooming unit may be permitted in connection with a principal nonresidential activity located upon the same zone lot.

b. Occupancy limited. Any dwelling or rooming unit permitted under the provisions of this section shall be limited to occupancy by person(s) employed in the principal nonresidential activity located upon the same zone lot.

c. Residential occupancy prohibited. No dwelling or rooming unit may be located upon any site with a nonresidential activity that is defined by this ordinance as a hazardous occupancy.

Recommendation: Should the Planning Commission make a positive recommendation to the Board of Commissioners for the Land Use Amendment and Preliminary Master Development Plan for The Bluffs at Cedar Creek; staff requests the following conditions be included:

Planning and Zoning:

1. Driveways shall be a minimum of 22 feet in length.
2. Garage doors shall be carriage style (or decorative in nature).
3. Signage to be reviewed via separate application to the Planning Department.

4. All exterior lighting fixtures shall be decorative.
5. Preserve as many trees as possible, especially around permitter and stream buffers. Provide a tree preservation plan with 1st reading submittal. Not submitted.
6. Existing trees can be utilized for perimeter buffer, should they meet the code as such. Supplemental plantings will likely be required.
7. Provide Covenants and Restrictions for review. Not submitted.
8. Add a note that no more than 10% of the units will be used for rentals, short or long term. Include this verbiage in the Covenants as well. Also, indicate on the plans these units are for sale only.
9. The existing trees around the perimeter of the property shall be placed in a 30' do not disturb buffer. Protect trees near stream as well.
10. Provide heavy landscaping around all detention ponds.
11. Provide fencing along the bluff/bank for resident protection.
12. Parking for commercial shall be determined when users are identified.
13. Commercial buildings shall be completed by the 100th CO.
14. .
15. Two car garages shall be provided.
16. Commercial Design Standards shall be met for the CRC portion of the PUD.

Fire Marshal:

1. No homes will be constructed (vertical) until hydrants are in place and operational, and roads are in place with at a minimum of all-weather surface.

Public Works**:**

1. A traffic signal at the proposed main access to Lebanon Road may be warranted in the future. Perform signal warrant studies at 50% and 90% buildouts. Install a traffic signal if warranted.
2. A right turn lane is warranted at the site access to Lebanon Road. However, since right-of-way isn't readily available, staff and the applicant have agreed to an alternate improvement at the intersection of Lebanon Road and N. Mt. Juliet Road to improve operations. Widen the northbound approach at the intersection to provide a separate northbound through lane from the dual left turn lanes and right lane for approximately 200 feet. Right-of-way is available to widen this to the east, and staff will work with developer to keep improvements within these limits.
3. Provide ample parallel parking in areas without driveways. Staff recommends parallel parking instead of perpendicular parking.
4. Existing slopes equal to or greater than 20% shall not be within a proposed building envelope in a fill situation.
5. The roundabout shall have splitter islands at each approach. The roundabout layout and design will be reviewed during construction plan submittal to ensure it meets national roundabout design standards.
6. The greenway along Cedar Creek shall be contained within a 20 ft public access easement. Any bridges required for the greenway shall have a 12 foot inside clearance width.

WWUD:

1. All private Fire Hydrants shall be painted white.
2. Water Lines shown are not WWUD's design.

M E M O R A N D U M
ORIGINAL REPORT

Date: **April 20, 2023**

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

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

Re: **The Bluffs at Cedar Creek**
Land Use Amendment, PMDP PUD
Map - 54
Parcel(s) – 5.00

Request: Submitted by CSDG, on behalf of their client Forester Real Estate Group, the applicant requests a Land Use Plan Amendment, Rezone and Preliminary Master Development Plan approval for a 170 townhome/villa development on Lebanon Road.

History: The subject property is 34.31 acres on the north side of Lebanon Road, just west of Meb Court. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
CSDG	*Thoroughfare Commercial And *Low Density Residential	Multi-Family	*Commercial General *Commercial Retail Center *RS-40	RM-8 PUD

Future Land Use Plan: The City's Future Land Use Map identifies the property as Thoroughfare Commercial and Low Density Residential. Adjacent future land use classifications include Low Density Residential and Thoroughfare Commercial. The Land Use Plan does not support a request for Multi-Family classification for this property.

Zoning: The current zoning CG, CRC and RS-40, surrounding includes RS-40, CG, and CRC. The applicant is seeking an RM-16 PUD for the entire site.

Findings: In reviewing the requested zoning actions, staff finds that the request DOES NOT agree with all 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.*

Preliminary Master Development Plan:

Bulk Standards: The total acreage of the proposed development is 34.31 acres, exceeding the minimum required for multifamily developments (20ac). The total number of townhome units is 170 for a density of 4.95 units/acre. The percentage of the site which is open space is 10.11%

4-114 & 5-104.1 Development Standards for Multi-Family: Conversations with the applicant indicate the units will not be for rent however the note has not been added to the plans as of date. Total open space is 27.13 acres. Improved open space includes 3.44 acres (10.11%) including pool, pool house, dog park "linear park", and tot lots area, 21,967sf of walking trails with benches, Unimproved open space cannot contribute towards improved open space. The amenity center, pool and tot lot are centrally located, while the dog park is in the northernmost part of the project. The plans indicate that the amenity center will be open by the issuance of the 50th CO.

Vehicular Access: The property has minimal frontage along Lebanon Road. Access is proposed to Lebanon Road on via two entrances. One of these is located within an "easement" on property that is not included in this PUD boundary. Staff opines that this is merely a token ingress/egress shown to simply meet the 99 unit maximum for projects with one entrance and exit. Street lighting is proposed at each access point. Staff request street lighting be provided throughout the development. Maintenance shall be the responsibility of the HOA.

Streets/Sidewalks: A five-foot-wide sidewalk is proposed along the main road into the project. The internal sidewalk network is complete and supplemented by 10' wide pedestrian trails along the bluff on the eastern property line.

Parking: Parking data indicates the site is overparked by 344 spaces for the development. The parking comes in a variety of forms, perpendicular street parking, driveway, garage (2 car garage for end unit), and parking lot. Should you not include garage parking, the site is short by 6 spaces. Roughly 40 units in the development do not have driveways, but rather are to utilize their garages only for parking. The applicant has stated that they will add a note to their covenants and restrictions prohibiting the garage from being utilized for storage. While visitor spaces are provided, staff does not support this design. Driveways shall be at least 22' long. Front facing garage doors shall be separated by a 2' bricked column and be carriage style, as noted in the design guidelines.

Multi-family Building and Design Standards: The plans include a waiver request for the elevations for up to 50% of the homes to be finished with 10-50% brick and/or stone. The applicant has provided parking for the mail kiosk. A note has been added about utility screening. Unless

waivers/variances are granted, the site shall comply with the City Multi-family regulations found in 4-114 (Sub Regs) and 5-101.1 (Zoning).

Staff has requested lighting at the entrances of the project, a note has been added to the plans with the intent to comply. Parking area lighting shall be decorative. All poles and posts shall be powdercoated black, channel posts are not permitted. Wheel stops are not permitted. If dumpsters are used, the enclosures shall meet zoning requirements.

Landscaping: Extensive landscape buffers are required on the site. Landscape plans will be reviewed in subsequent submittals. A waiver is requested for omission of the fence requirement for the landscape buffer on the east side of the site and along the bluff and creek buffer, where it conflicts with the stream. A note shall be added indicating any proposed retaining walls will comply with requirements. Wet ponds will have fountains and lit for added enhancement. A tree preservation plan shall be required before 1st Reading at BOC. The site is currently heavily wooded, staff requests a tree preservation plan.

Waivers/Variances: The following waivers/variances are requested:

1. 5-104.1 of the zoning ordinance, respectively, to omit portions of the perimeter fence and utilize ornamental fencing where conflicts with the stream and buffer occur and along the eastern portion of the site. Staff supports, in areas where the abutting lot is residentially occupied, rather than the ornamental fence, provide a low maintenance opaque fence 6' minimum in height on the exterior of the buffer. Preserve as many trees/vegetation as possible in these areas. A tree preservation plan shall be required.
2. Request to allow up to .30 acres of disturbance of slopes exceeding 20%. STAFF SUPPORTS. Minimize disturbance where possible and not within a building envelope. No fill shall be allowed in these areas.
3. 5-103.6 of the zoning ordinance. Request to allow building separation of 20' since all units will be sprinkled. Fire Marshall SUPPORTS, the buildings will be sprinkled.
4. 4-114, Design Standards- Request to allow 85 or 50% of the homes to reduce the required brick from 100% to 10-50% brick and/or stone. STAFF SUPPORTS with the following conditions:
    1. No two house plans and elevations shall be sited and built next to one another,
    2. No two house plans and elevations shall be sited and built across the street from one another.
    3. High visibility lots shall have 100% brick/stone.
    4. High visibility lots shall not have blank end facing the street side and shall include architectural features such as optional window packages and or fireplaces.
    5. The use of vinyl shall be prohibited.

Summary: City's Future Land Use Plan does not support the land use amendment. Waivers and variances are listed above and subject to Planning Commission and Board of Commission approval.

Recommendation: Should the Planning Commission make a positive recommendation to the Board of Commissioners for the Land Use Amendment and Preliminary Master Development Plan for The Bluffs at Cedar Creek; staff requests the following conditions be included:

Planning and Zoning:

1. The proposed secondary ingress/egress is not part of this PUD. Developments with more than 100 units shall have a dual points of access (4-103.205).
2. Driveways shall be a minimum of 22 feet in length.
3. Staff does not support the units without driveways. Provide two car wide driveways for each unit, 22' long.
4. Garage doors shall be separated by a 24" bricked column and shall be carriage style (or decorative in nature.
5. Signage to be reviewed via separate application to the Planning Department.
6. HVAC and utility equipment shall be screened entirely from horizontal view, utility meters shall be screened with brick/stone screen walls.
7. All exterior lighting fixtures shall be decorative.
8. Brick shall be clay, baked and individually laid.
9. Stone shall be individually laid.
10. Wet ponds shall have lighted fountains.
11. Preserve as many trees as possible, especially around permitter and stream buffers. Provide a tree preservation plan with 1st reading submittal.
12. Existing trees can be utilized for perimeter buffer, should they meet the code as such. Supplemental plantings will likely be required.
13. Provide Covenants and Restrictions for review.
14. Add a note that no more than 10% of the units will be used for rentals, short or long term. Include this verbiage in the Covenants as well. Also, indicate on the plans these units are for sale only.
15. Provide decorative street lighting throughout, maintenance and fees shall be the responsibility of the HOA.
16. Fencing around dog park shall be ornamental.
17. The existing trees around the perimeter of the property shall be placed in a 30' do not disturb buffer. Protect trees near stream as well.
18. Provide heavy landscaping around all detention ponds.
19. Provide fencing along the bluff/bank for resident protection.
20. Provide elevations for the proposed villas.
21. Retaining walls shall be constructed/faced of brick or versalock.

Fire Marshal:

No homes will be constructed (go vertical) until hydrants are in place and operational, and roads are in place with at a minimum of all-weather surface.

Public Works**:**

1. A traffic signal at the proposed main access to Lebanon Road may be warranted in the future. Perform signal warrant studies at 50% and 90% buildouts. Install a traffic signal if warranted.
2. A right turn lane is warranted at the site access to Lebanon Road. However, since right-of-way isn't readily available, staff proposes an alternate improvement at the intersection of Lebanon Road and N. Mt. Juliet Road to improve operations. Widen the northbound

approach at the intersection to provide a separate northbound through lane from the dual left turn lanes and right lane for approximately 200 feet. Right-of-way is available to widen this to the east, and staff will work with developer to keep improvements within these limits.

3. Provide ample parallel parking in areas without driveways. Staff recommends parallel parking instead of perpendicular parking.
4. Existing slopes equal to or greater than 20% shall not be within a proposed building envelope in a fill situation.

WWUD:

1. All private Fire Hydrants shall be painted white.
2. Water Lines shown are not WWUD's design.

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

Mt. Juliet, Tennessee

Staff Report

File #: 0341 **Agenda Date:** 10/23/2023 **Agenda #:** 11.I.

Title:

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

M E M O R A N D U M

Date: September 21, 2023

To: Luke Winchester, Chairman
and Planning Commission

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

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

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

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

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

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

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

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

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

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

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

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

Planning & Zoning:

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

Public Works:

No Comments

WWUD:

No Comments

ORDINANCE NO. _____

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

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

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

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

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

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

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

Planning & Zoning:

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

LEGAL DESCRIPTION – See Exhibit A (attached)

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

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

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

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

PASSED:

_____
James Maness, Mayor

FIRST READING:_____

SECOND READING:_____

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

_____
Kenny Martin, City Manager

APPROVED AS TO FORM:

_____
L. Gino Marchetti, Jr.
City Attorney

Exhibit A - Rezone

Golden Gateway
Map 078, p/o Parcel 010.09

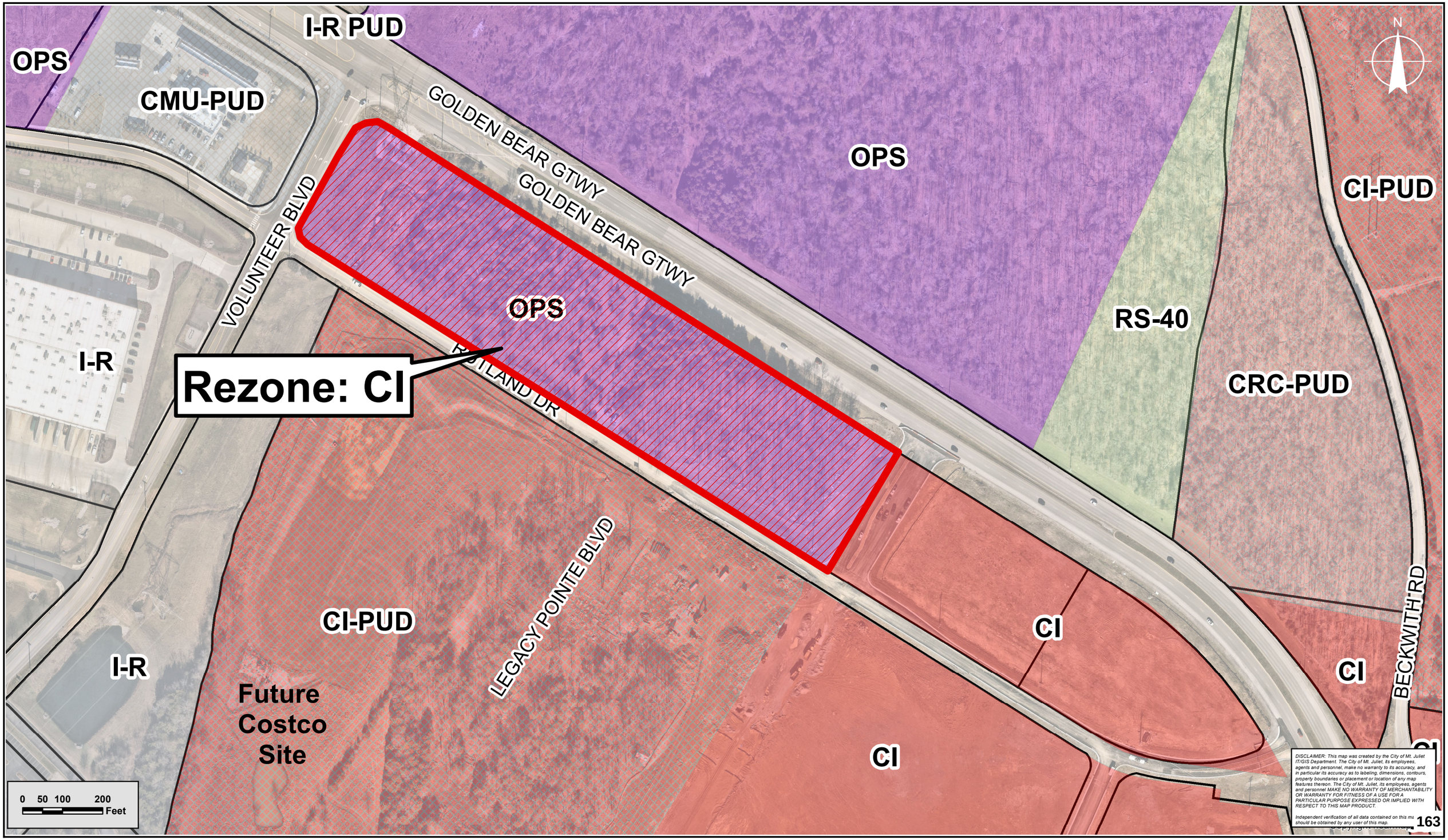


Exhibit A

PROPERTY DESCRIPTION

GBP STRATEGIC REALTY PARTNERS, LLC
MAP 78 PARCEL 10.09
DEED BOOK 2241, PAGE 2346
REGISTERS OFFICE FOR WILSON COUNTY, TENNESSEE

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

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

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

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

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

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

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

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

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

Mt. Juliet, Tennessee

Staff Report

File #: 0352 **Agenda Date:** 10/23/2023 **Agenda #:** A.

Title:

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

RaganSmith

September 20, 2023

VIA ELECTRONIC MAIL: mwhite@mtjuliet-tn.gov

Mr. Matt White
Director - Public Works
City of Mt. Juliet
71 E Hill Street
Mt. Juliet, TN 37122

RE: ADDENDUM #1
SERVICES RELATED TO TRAFFIC SIGNAL INSTALLATION
MT. JULIET, TENNESSEE
RAGANSMITH JOB# 23-0161

Dear Matt,

Ragan-Smith-Associates, Inc. (RaganSmith) is pleased to offer this addendum to professional services outside the Scope of Services within the original contract dated May 4, 2023. Your acceptance of this addendum acknowledges that the attached *Contract Terms and Conditions (Project Specific for City of Mt. Juliet)* are agreeable and are incorporated by reference.

ADDENDUM SCOPE

CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES

RaganSmith will provide construction engineering & inspection (CEI) services in coordination with the Public Works Director and other Public Works staff for new traffic signal installation. CEI services will be provided to meet the requirements of the Authorities Having Jurisdiction (AHJ) including the City of Mt. Juliet and/or Tennessee Department of Transportation (TDOT).

COMPENSATION

RaganSmith will provide the above Scope of Services for the following ***lump sum fees (unless noted otherwise)***:

Construction Engineering & Inspection (CEI) Services.....$60,000.00

The above scope and fees are in addition to the original contract fees and any other previously issued addendums. All other terms and provisions of the referenced original contract and/or addendums shall remain in full force and effect.

NASHVILLE
315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO
1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

CHATTANOOGA
1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400

We appreciate the opportunity to provide this proposal to you. If you agree to the terms, please sign, and return a copy of this document that will serve as authorization to proceed with the work.

Sincerely,

RAGAN-SMITH-ASSOCIATES, INC.

Kenneth E. Freer, P.E., CPESC
CEI Practice Leader

Scott M. Niesen, P.E.
Vice President

KEF/SMN:djb

Attachment

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ Date: _____

Printed / Typed Name: _____ Title: _____

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

Classification	*Hourly Rate*
Principal	$255.00
Senior Project Manager	225.00
Senior Design Manager	225.00
Project Manager	200.00
Design Manager	200.00
Professional Engineer	175.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Professional Landscape Architect	$160.00
Professional Land Surveyor	155.00
Planner	155.00

TECHNICAL SERVICES

Classification	*Hourly Rate*
Senior Designer	$150.00
Senior Technician	145.00
Designer	125.00
Technician	125.00
Administrative Assistant	95.00

FIELD SURVEY SERVICES

Classification	*Hourly Rate*
Survey Manager	$155.00
One Man Survey Crew	160.00
Two Man Survey Crew	215.00
Three Man Survey Crew	270.00
3-D Laser Scanning Survey Crew	295.00
Unmanned Aircraft Crew	320.00

CONSTRUCTION SERVICES

Classification	*Hourly Rate*
Construction Manager	$190.00
CEI Resident Engineer	165.00
Asphalt/Concrete Plant Manager	140.00
Senior Inspector	130.00
CEI Contract Specialist	120.00
Inspector	105.00

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost
Sundries / Review/Submittal Fees:	Cost
Printing/reproductions:	Commercial Rates

Review/submittal fees over $200 are to be paid by the client directly to the jurisdictional agency.

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT – Ragan-Smith-Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE – RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS – If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST – When requested by the Client, RaganSmith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS – Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE – RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

PAYMENT TERMS – Client will be invoiced once each month for services performed during the preceding period. The terms of this Agreement are not based upon Client's financing or loan terms. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. Non-payment of invoices may result in work stoppage or delay.

LIEN RIGHTS – The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.

APPLICABLE LAW AND VENUE – The construction and validity of this Agreement shall be governed by the laws of the State of Tennessee.

Executive Summary

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

Executive Summary

The project: This project consists of installing a traffic signal at the intersection of E. Division Street and the Golden Bear Gateway ramp to improve traffic delays.

Contract: Amazon previously contracted with Ragan-Smith for the design of the traffic signal. The City of Mt. Juliet contracted with Ragan-Smith for bid services, which included developing bid documents and assisting the City with the bid process. Now, the City wishes to approve a supplement agreement with Ragan-Smith for providing CEI services.

Funding: Amazon has contributed all funding for this project, which includes the fee for the subject agreement with Ragan-Smith.

Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.

RESOLUTION -2023

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

WHEREAS, the City of Mt. Juliet seeks to improve the intersection of E. Division Street and the Golden Bear Gateway ramp; and

WHEREAS, this project consists of installing a traffic signal at this intersection to improve traffic delays; and

WHEREAS, Amazon previously contracted with Ragan-Smith for the design of the traffic signal and has contributed over $400k to the City for the construction of the traffic signal; and

WHEREAS, the City of Mt. Juliet desires to approve a supplement agreement with Ragan-Smith Associates (RSA) for Construction Engineering & Inspection (CEI) services for the project.

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

Section 1. The Board of Commissioners approves the Supplement Agreement with RSA.

Section 2. Mayor James Maness is hereby authorized to execute the said Supplement Agreement with RSA.

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

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

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

PASSED:

_____
James Maness, Mayor

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

APPROVED AS TO FORM:

_____
Kenneth Martin, City Manager

_____
L. Gino Marchetti, Jr.
Attorney

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

Mt. Juliet, Tennessee

Staff Report

File #: 0381 **Agenda Date:** 10/23/2023 **Agenda #:** B.

Title:

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

RESOLUTION -2023

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to approve the application for the Mt. Juliet Police Department to apply for the Cost Sharing and Recruitment offered by the State of Tennessee; and

WHEREAS, the Mt. Juliet Police Department is applying for the grant to assist with hiring, training, and recruitment of officers; and

WHEREAS, the Mt. Juliet Police Department would be eligible for up to $40,000 per year for fiscal years 2024 through 2028; and

WHEREAS, recruitment, hiring, and training will begin in the Fiscal Year 23/24 budget with the expenditures and reimbursement from the grant occurring over the next five fiscal years for a maximum total of $200,000.

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

The Board of Commissioners of the City of Mt. Juliet hereby approves the attached TN Law Enforcement Hiring, Training and Recruitment Program Grant for the Mt. Juliet Police and agrees to the terms and conditions of the grant for the next five fiscal years beginning with Fiscal Year 23/24 for a maximum total reimbursement of $200,000.

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.

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

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

PASSED:

_____

James Maness, Mayor

_____

ATTEST:

_____

Sheila S. Luckett, MMC
City Recorder

APPROVED AS TO FORM:

_____

City Manager, Kenny Martin

_____

L. Gino Marchetti, Jr.
City Attorney

EXECUTIVE SUMMARY

Application for Grant funding for TN Law Enforcement

Hiring, Training, and Recruitment Program

1) Who: Mt. Juliet Police Department

2) What: The State of Tennessee is currently offering a grant to support recruitment and retention bonuses for newly hired police officers. Application for the grant is submitted from the City, and it allows funding to be available on a case-by-case basis if the new officer is hired to meet such requirements and benchmarks.

3) When: Immediately

4) Where: Mt. Juliet City Limits

5) Why: This grant is provided to assist with hiring and recruitment.

6) Costs: N/A

7) Line Item: N/A

Staff Recommendation: Chief James Hambrick has provided a positive recommendation

Prepared by: Capt. Tyler Chandler

Recruitment/Retention Category	Payout Schedule (payment upon completion of longevity period)				
	6 Months	12 Months	24 Months	36 Months	Total Bonus
Category 1 Officers - Experienced	$1,000	$3,000	$3,000	$3,000	$10,000
Category 2 Officers - No Previous Certified Experience		$3,000	$2,500	$2,500	$8,000

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
November 1, 2023	March 7, 2028	33501-2425158	Non-Edison Contract 77833-92

Grantee Legal Entity Name	Edison Vendor ID
City of Mt. Juliet, Tennessee	0000002553

Subrecipient or Recipient	Assistance Listing Number
☐ Subrecipient ☒ Recipient	Grantee's fiscal year end

Service Caption (one line only)

Grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	$40,000.00				$40,000.00
2025	$40,000.00				$40,000.00
2026	$40,000.00				$40,000.00
2027	$40,000.00				$40,000.00
2028	$40,000.00				$40,000.00
TOTAL:	**$200,000.00**				**$200,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.
☐ Non-competitive Selection	

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

CPO USE - GG

Speed Chart (optional)	Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
CITY OF MT. JULIET, TENNESSEE

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and the City of Mt. Juliet, Tennessee, hereinafter referred to as the "Grantee", is for the provision of grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program to Tennessee law enforcement agencies to award hiring and retention bonuses, as further defined in the "SCOPE"OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002553

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall remain in compliance with Peace Officer Standards and Training (POST) Commission rules for local law enforcement agencies throughout the duration of this contract found at https://publications.tnsosfiles.com/rules/1110/1110.htm.

A.3. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:

a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.

b. "Experienced Officer" means:

i. a law enforcement officer who has been POST-certified in Tennessee with a break in service as a law enforcement officer of more than one (1) year but less than seven (7) years; or

ii. a law enforcement officer who has been POST-certified or the equivalent POST-certification from any state in the United States, other than Tennessee, with a break in service of less than seven (7) years.

c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.

d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.

A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee on or after May 1, 2023. The Grantee must send the request for payment within sixty (60) days, or a longer time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible

Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

A.4.a. The Grantee shall distribute the funds remitted by the State pursuant to paragraph A.4, without reduction, as a bonus payment to the Eligible Officer for whom the funds were requested within thirty (30) days of the Grantee's receipt of the funds.

A.4.b. The Grantee shall verify at the time of submitting a claim and certify to the State that the Eligible Officer has, as required by POST rules, completed basic training, transition school or its approved equivalent, in-service training, or a combination.

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee on or after May 1, 2023.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on November 1, 2023 ("Effective Date") and ending on March 7, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thousand dollars ($200,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Periodic Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. The amount set out in the Recruitment/Retention Payout Schedule, below, for each Eligible Officer who has reached a Longevity Milestone shall be paid to the Grantee in advance upon approval by the State of a request received pursuant to paragraph A.3. The total of said payments shall not exceed the maximum liability of this Grant Contract.

Recruitment/Retention Payout Schedule					
Recruitment/Retention Category	**Payment Upon Completion of Longevity Period/Anniversary Below**				
	6 Months	**12 Months**	**24 Months**	**36 Months**	**Total Bonus**
Category 1 Officers – Experienced	**$1,000**	**$3,000**	**$3,000**	**$3,000**	**$10,000**
Category 2 Officers – No Previous Certified Experience		**$3,000**	**$2,500**	**$2,500**	**$8,000**

C.4. Travel Compensation. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing- Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

William "Chip" Kain, Executive Secretary
POST Commission
3025 Lebanon Pike
TN Law Enforcement Training Academy
Nashville, TN 37214
William.kain@tn.gov

a. Each Cost Sharing- Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Grantee Name.
(2) Name and Signature of the Grantee's Chief.
(3) The Invoice Date.
(4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
i. Officer Name;
ii. Officer PSID;
iii. If the officer is an Experienced Officer or No Previous Experience Officer;
iv. The officer's start date with Grantee on Grantee's active roster;
v. The date on which the officer met a Longevity Milestone; and
vi. The Longevity Milestone that the officer has met.

b. The Grantee understands and agrees to all of the following:

(1) Any claim under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:

(1) Grantee's Edison ID;
(2) Contract Number (assigned by the State);
(3) Invoice Number (assigned by the State);
(4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
(5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.7. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.9. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.12. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall be responsible for maintaining and submitting the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

William "Chip" Kain, Executive Secretary
POST Commission
3025 Lebanon Pike
TN Law Enforcement Training Academy
Nashville, TN 37214
William.kain@tn.gov

The Grantee:

Cory Cook, Sergeant
City of Mt. Juliet, Tennessee/ Mt. Juliet Police Department
P.O. Box 322
Mt. Juliet, TN 37122
ccook@mtjuliet-tn.gov
Telephone # (615) 426-1274

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in

the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final

payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C Notice of Audit.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's

performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

CITY OF MT. JULIET, TENNESSEE:

_____

GRANTEE SIGNATURE **DATE**

_____

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

_____

CARTER LAWRENCE, COMMISSIONER **DATE**

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: **BEGIN: November 1, 2023** **END: March 7, 2028**				
POLICY 03 Object Line-Item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
4, 15	Professional Fee, Grant & Award [2]	$200,000.00	$200,000.00	$200,000.00
25	**GRAND TOTAL**	**$200,000.00**	**$200,000.00**	**$200,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: https://www.tn.gov/finance/looking-for/policies.html).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to Grantee to make bonus payments to Eligible Officers	$200,000.00
TOTAL	$200,000.00

ATTACHMENT B

Tennessee Law Enforcement Hiring, Training, and Recruitment Program
Cost Sharing- Recruitment Grant Invoice

Complete for each officer who met the designated benchmarks and anniversary dates.
Attach additional copies or a spreadsheet if necessary.

Officer Name	Officer PSID	Category (Experienced or No Previous Experience)	Start Date	Anniversary Date	Anniversary Period (6,12,24 or 36)

Name of Law Enforcement Agency: _____
Print Name of Chief: _____ Date: _____
Signature of Chief: _____

For Internal Use Only:

Grantee Edison ID:	Contract No.:					Invoice No.:
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below					Date sent to Fiscal:
	6 Months	12 Months	24 Months	36 Months	Total Bonus	
Category 1 Officers – Experienced	_____ $1,000	_____ $3,000	_____ $3,000	_____ $3,000		Grantee Mailing Address:
Category 2 Officers – No Previous Certified Experience		_____ $3,000	_____ $2,500	_____ $2,500		Total Amount to be Paid:

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

☐ City of Mt. Juliet, Tennessee is subject to an audit for fiscal year #.

☐ City of Mt. Juliet, Tennessee is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 0000002553

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Mt. Juliet, Tennessee

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

Staff Report

File #: 0385 **Agenda Date:** 10/23/2023 **Agenda #:** C.

Title:

A RESOLUTION OF SUPPORT TO THE NATION OF ISRAEL.

RESOLUTION

A RESOLUTION OF SUPPORT TO THE NATION OF ISRAEL.

WHEREAS, there have been established and recognized Jewish communities throughout the State of Tennessee since before the 1850s, and those communities and their citizens have been an integral part of the development of every aspect of this State; and

WHEREAS, prior to and during World War II, citizens of the State of Tennessee traveled to Europe and rescued many Jewish families and individuals from the terror and tyranny of the Holocaust and resettled those individuals and families in the State of Tennessee, where they and their descendants remain valued citizens today; and

WHEREAS, in 1996, Governor Don Sundquist signed the Tennessee-Israel Cooperation Agreement with the State of Israel, resulting in business, governmental, art, cultural, educational, and university activities between the State of Tennessee and the Nation of Israel, and further strengthening the historic ties between our State and that Country; and

WHEREAS, the United States of America and Israel have a long history of friendship and are great allies in support of each other's interests; and

WHEREAS, on Friday, January 9, 2009, the 111th Congress passed House Resolution 34 in support of Israel with overwhelming support. The Resolution, which recognizes Israel's right to defend itself against attacks from Gaza, passed 390-5 with 22 voting "present" and 16 not voting; and

WHEREAS, the Lord of Abraham, Isaac, and Jacob promises in Genesis 12:3 to bless those that bless Israel: "I will bless them that bless thee, and curse him that curseth thee: and in thee shall all families of the earth be blessed."; and

WHEREAS, the State of Israel and the United States each continue to experience terrorist attacks on innocent civilians, as well as our military personnel, as a result of suicide missions and other forms of terrorism; and

WHEREAS, at this time of continued uncertainty in the world, The City of Mt. Juliet desires to affirm its friendship with the Nation of Israel by expressing its unequivocal support for the State of Israel; now, therefore,

BE IT RESOLVED BY THE MT. JULIET BOARD OF COMMISSIONERS that we hereby offer Mt. Juliet's support, compassion, blessings, friendship, and esteem to Israel, and declare that we remain steadfast in our support of the State of Israel.

BE IT FURTHER RESOLVED, that an enrolled copy of this resolution be forwarded to the President of the United States, State Representative Susan Lynn, State Senator Mark Pody, US Representative Andy Ogles, and the Israeli Embassy in Washington D.C. for transmission to the proper authorities in the State of Israel.

PASSED:

_____
James Maness, Mayor

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

_____
Kenneth Martin, City Manager

APPROVED AS TO FORM:

_____
L. Gino Marchetti, Jr.
City Attorney

Mt. Juliet, Tennessee

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

Staff Report

File #: 0387 **Agenda Date:** 10/23/2023 **Agenda #:** D.

Title:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE PURCHASE PRICE OF THE PROPERTY LOCATED AT 1025 CHARLIE DANIELS PARKWAY AND TO BRING A SALES AGREEMENT BACK TO THE BOARD OF COMMISSIONERS FOR FINAL APPROVAL

RESOLUTION 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE PURCHASE PRICE OF THE PROPERTY LOCATED AT 1025 CHARLIE DANIELS PARKWAY AND TO BRING A SALES AGREEMENT BACK TO THE BOARD OF COMMISSIONERS FOR FINAL APPROVAL

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to authorize the purchase of the property located at 1025 Charlie Daniels Parkway; and

WHEREAS, the City of Mt. Juliet Board of Commissioners authorizes the City Manager to negotiate a purchase price for the property; and

WHEREAS, the property adjoins the property purchased for the new police headquarters, the existing police headquarters, and Charlie Daniels Park; and

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

1) The Board of Commissioners authorizes the City Manager to negotiate the purchase price of the property located at 1025 Charlie Daniels Parkway and to bring a sales agreement back to the Board of Commissioners for Final Approval

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.

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

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

PASSED: _____

James Maness, Mayor

ATTEST:

_____

Sheila S. Luckett, MMC
City Recorder

APPROVED AS TO FORM:

_____
City Manager, Kenny Martin

_____
L. Gino Marchetti, Jr.
City Attorney

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

Mt. Juliet, Tennessee

Staff Report

File #: 0388 **Agenda Date:** 10/23/2023 **Agenda #:** E.

Title:

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

RESOLUTION _____ - 2023

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

WHEREAS, the Board of Commissioners of the City of Mt. Juliet, Tennessee recently purchased the building at 115 Clemmons Rd; and

WHEREAS, the building will house offices for various city departments; and

WHEREAS, the building requires modification to provide adequate office space and facilities for the departments to function efficiently; and

WHEREAS, G.E. Merritt Construction, LLC was the successful bidder of the project at a cost of $194,500.

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

Section 1. The Board of Commissioners approves the agreement subject to approval of city legal counsel final review.

Section 2. The Board authorizes the Mayor to execute said agreement with GE Merritt Construction LLC upon final approval of legal counsel.

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

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

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

PASSED:

_____
James Maness, Mayor

ATTEST:

_____
Sheila S. Luckett, MMC
City Recorder

_____
Kenny Martin, City Manager

APPROVED AS TO FORM

_____
L. Gino Marchetti, Jr.
City Attorney

AGREEMENT

This Agreement is made the _____ day of _____, 2023, by and between the following:

CITY: City of Mt. Juliet, a Tennessee "home rule" municipality
2425 North Mt. Juliet Road
Mt. Juliet, TN 37122
(615) 754-2552; Fax (615) 754-5742
Email: kmartin@mtjuliet-tn.gov
ATTN: Kenny Martin, City Manager

CONTRACTOR: G E Merritt Construction, LLC
4470 Old Lebanon Dirt Road
Mt. Juliet, TN 37122
(615) 405-7080
Email: gmerritt@gemerrittconstruction.com
ATTN: Gary Merritt

In consideration of the mutual covenants set forth in this Agreement, City and Contractor agree as follows:

1. **Description of Work.** Contractor shall perform all work as shown in the contract documents for the completion of the work at the City's property located at 115 Clemmons Rd in Mt. Juliet, generally described as follows:

SEE EXHIBIT A – SCOPE OF WORK

2. **Contract Time.** The work to be performed under this Agreement shall begin on the ___24___ day of _____October_____, 2023 ("Start Date"), and shall be completed no later than _____ (90) days from the Start Date. If the project is delayed through the fault of the Contractor, the City shall be entitled to liquidated damages of __One-Thousand_ Dollars ($1,000) per day for each day the work remains unfinished after the completion date stated herein.

3. **Price.** The City will pay Contractor for performance of the work and upon completion of the project, in accordance with the contract documents and upon the City's approval of the work completed, subject to adjustment by modifications as provided in the contract documents, the contract price, which shall not exceed One Hundred Ninety-Four Thousand Five Hundred Dollars ($194,500) ("Contract Price"). Within thirty (30) calendar days of receipt of Contractor's periodic Application for Payment, the City will pay Contractor the sum then due and owing under the Application for Payment. The City's obligation to make such payment is conditioned upon the City's review of the Application for Payment and its supporting documentation, review and acceptance of the Work covered therein, and the provision to the City by Contractor of releases of mechanics' and materialmen's liens for the Work covered therein. One Hundred Percent (100%) of any savings realized from the Contract Price shall be credited to the City. Adjustments to the Contract Price, if any, shall be by written Change Order.

4. **Contract Documents.** The Contract Documents that comprise the Agreement between the City and Contractor are attached to and made a part of this agreement and consist of the following:

(a) This Agreement consisting of six (6) pages;
(b) Exhibit A – Scope of Work consisting of one (1) page;

(c) Exhibit B – Specimen Certificate of Liability Insurance with Limits Required by the City;
(d) Exhibit C – Drawings – Specifications; and,
(e) Any modifications, including change orders, duly delivered after execution of this Agreement.

5. **Responsibility of City.** The City shall give all instructions to Contractor through one individual, who is designated as such to Contractor. The City shall furnish all necessary surveys and site plans for the work. The City shall secure easements for permanent structures or permanent changes in the existing structures or facilities at the work site, or which are necessary for its proper completion. The City reserves the right to let other contracts in connection with the project. Contractor shall cooperate with all other contractors to the effect that their work shall not be impeded by his work and shall give such other contractors access to the work site necessary to perform their contracts.

6. **Responsibility of Contractor.** Contractor's duties and rights in connection with the above-described project are as follows:

(a) **Responsibility for and Supervision of Construction.** Contractor shall be solely responsible for all work under this Agreement, including the techniques, sequences, procedures, and means, and coordination of all work. Contractor shall supervise and direct the work to the best of its ability, and give it all the attention necessary for such proper supervision and direction.

(b) **Discipline and Employment.** Contractor shall maintain at all times strict discipline among its employees, and Contractor agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he or she was employed.

(c) **Furnishing of Labor, Equipment, etc.** Contractor shall provide and pay for all labor, equipment, including tools, machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the Contract Documents, except where stated to the contrary within this Agreement.

(d) **Payment of Taxes; Procurement of Licenses and Permits.** Contractor shall pay all taxes required by law in connection with the work in accordance with this Agreement, including sales, use and similar taxes. Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits.

(e) **Compliance with Laws and Regulations.** Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work under and pursuant to this Agreement. If any of the contract documents are at variance with any such laws, ordinances, rules, regulations, or orders, Contractor shall notify the City promptly on discovery of such variance.

(f) **Responsibility for Negligence of Employees and Subcontractors.** Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on the project, for those of his subcontractors and their employees, and for those of all other persons doing work under a contract with it.

(g) **Warranty of Fitness of Equipment and Materials.** Contractor represents and warrants to the City that all equipment and materials used in the work, and made a part of the

structures on such work, or placed permanently in connection with such work, will be new unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is understood and agreed between the parties to this Agreement that all equipment and materials not so in conformity will be considered defective. In addition, any manufacturer's warranty shall be in addition to the warranties contained within this Agreement.

(h) **Furnishing of Samples and Shop Drawings.** Contractor agrees to furnish, at the City's direction, all samples and shop drawings for the City's consideration and approval as to conformance with the specifications of the Contract Documents.

(i) **Clean-up.** Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the project, together with all its tools, equipment, machinery, and surplus materials. Contractor agrees, on terminating its work at the City's premises, to conduct general clean-up operations, including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls.

(j) **Indemnity and Hold Harmless Agreement.** Contractor agrees to defend, indemnify and hold the City harmless and any of its subsidiaries, agents or employees from and against all claims, demands, liabilities, suits, damages, or expenses, including reasonable attorney's fees, on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from the performance of work hereunder by Contractor or its employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused. The indemnification obligations of this Agreement shall survive termination.

(k) **Safety Precautions and Programs.** Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, Contractor shall take reasonable precautions for the safety of all employees and other persons whom the work might affect, all work and materials incorporated in the project, and all property and improvements on the work site and adjacent to the work site, complying with all applicable laws, ordinances, rules, regulations and orders.

7. **Insurance.** Contractor shall procure and maintain in effect during the term of this Agreement the following insurance with a company satisfactory to the City, certificates of which shall be furnished to the City on or before commencing work hereunder:

SEE EXHIBIT B – SPECIMEN CERTIFICATE OF LIABILITY INSURANCE WITH LIMITS REQUIRED BY THE CITY

(a) **ADDITIONAL INSURED.** Contractor shall provide certificates of insurance to the City indicating the name of the insurance companies and naming the City as an additional insured on Contractor's liability policy for claims arising out of Contractor's, subcontractor's or sub-subcontractor's operations or made by Contractor's, subcontractor's or sub-subcontractor's employees, agents, guests, customers, invitees or subcontractors. Contractor must verify its liability insurance policy is primary in the event of a covered claim or cause of action against the City.

(b) **SUBCONTRACTORS.** Contractor shall be required to verify that all subcontractors maintain general liability insurance, workers' compensation insurance and automobile liability insurance.

(c) **NO WAIVER OF SUBROGATION.** The City does not waive any rights of recovery against the Contractor, subcontractor or sub-subcontractor for any damages.

(d) **WORKERS' COMPENSATION; NO CHANGES.** Contractor shall comply with all applicable workers' compensation laws and other employee benefit laws and furnish to the City certificates indicating the name of the insurance companies. Contractor's insurance coverage shall not be altered or cancelled without thirty (30) days' prior notice to the City.

8. **Work Changes.**

(a) The City reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this Agreement and agrees to make corresponding adjustments in the Contract Price and time for completion as indicated or required by said changes.

(b) All changes will be authorized by a written change order signed by the City or by its representative. The change order will include conforming changes in the agreement and completion time.

(c) Work shall be changed, and the Contract Price and completion time shall be modified only as set out in the written change order.

(d) Any adjustment in the Contract Price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

9. **Termination.**

(a) **Termination for Convenience.** This Agreement may be terminated by the City, without cause, at any time by giving the Contractor seven (7) days' prior written notice. In such event, Contractor shall be paid under the terms of this Agreement for all work performed and accepted by the City prior to the effective date of termination.

(b) **Termination for Cause.** City may, on seven (7) days' written notice to Contractor, terminate this Agreement before the completion date specified in this Agreement, without prejudice to any other remedy it may have when Contractor defaults in performance of any provision in this Agreement or fails to carry out the work in accordance with the provisions of the Contract Documents. On such termination, City may take possession of the work site and all materials, equipment, tools and machinery on the work site, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Price at the time of such termination exceeds the expense of finishing the work, City will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to City. On any such default by Contractor, City may elect not to terminate this Agreement and, in such event, City may cure the default and deduct the costs of curing the default or deficiency from the progress payment then or to become due to Contractor.

10. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

11. **Miscellaneous Provisions.**

Assignment. This Agreement may not be assigned by either party without the prior express written consent of the other party. No consent to any assignment shall relieve or release either party from any obligations under this Agreement, unless expressly provided to the contrary in such consent instrument.

Relationship. Nothing in this Agreement shall be construed as constituting a partnership, joint venture or agency relationship between the City and Contractor. The relationship of the parties to each other shall be that of independent contractor.

Severability. If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

Waiver. Any failure by a party hereto to insist, or any election by a party hereto not to insist, upon strict performance by the other party of any of the terms, provisions or conditions of this Agreement shall not be deemed to be a waiver thereof or of any other term, provision or condition hereof, and such party shall have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions and conditions hereof.

Mediation. In the event any disputes arise related to the subject matter of this Agreement and the parties cannot agree upon a resolution, the issue(s) shall first be submitted for mediation.

Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Tennessee. The venue of any action deemed necessary by either party hereto and in construction, interpretation or enforcement of this Agreement shall be a court of competent jurisdiction Wilson County, Tennessee.

Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

Grammatical Construction. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

Representation by Counsel. The parties acknowledge that each party to this Agreement has been represented by counsel or has had the opportunity to be represented by counsel in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring that it be construed or constructed against the party who has drafted or caused the Agreement to be drafted.

Business Day. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Prevailing Party. In the event of any litigation or disputes regarding this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all costs at all trial and appellate levels and in any mediation.

Entire Agreement. This Agreement contains the entire understanding and agreement between the parties relating to the subject matters contained herein, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral and shall not be amended except by a written document executed by both parties. In the event of a conflict between this Agreement and any Exhibits, the parties agree the terms of this Agreement shall prevail. This Agreement may be executed in counterpart manner, and copies of executed signature pages shall be binding upon the parties as if they were originals.

12. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth hereinabove.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

CITY:

CITY OF MT. JULIET

By: _____
James Maness, Mayor

Date: _____

APPROVED AS TO FORM:

_____
L. Gino Marchetti, Jr., City Attorney

Date: _____

CONTRACTOR:

G E MERRITT CONSTRUCTION, LLC

By: _____
[Authorized Signature]

Name: Gary E Merritt
[Print Name]

Its: Owner
[Print Title]

Date: 10/26/23

EXHIBIT A
SCOPE OF WORK

Contractor shall furnish the materials and perform the work at the City's property as described herein for the remodel of the city building at 115 Clemmons Rd in Mt. Juliet, Tennessee. The project includes remodeling the lobby, the addition of men's and women's locker rooms and shower facilities, addition of a conference room, and the addition of a workspace and remodel an office space. Project includes demo and removal of construction debris. The building is sprinkled and sprinkler heads will be dropped into required new spaces.

EXHIBIT B
SPECIMEN CERTIFICATE OF LIABILITY INSURANCE
WITH LIMITS REQUIRED BY THE CITY

EXHIBIT C
DRAWINGS – SPECIFICATIONS

Mt. Juliet, Tennessee

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

Staff Report

File #: 0384 **Agenda Date:** 10/23/2023 **Agenda #:** F.

Title:

APPOINTMENTS:

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

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

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