

Mt. Juliet, Tennessee

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



Agenda - Final

Monday, May 11, 2026

6:30 PM

Commission Chambers

Board of Commissioners

1. **Call to Order & Declare a Quorum Present**
2. **Set Agenda**
3. **Invocation & Pledge of Allegiance**
4. **Approval of Minutes**
 - 4.A. Meeting Minutes - 4-27-2026 [1702](#)
Attachments: [Meeting Minutes to be Approved - 4-27-2026](#)
5. **Citizens Comments**

Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24
6. **Commissioner Reports & Comments**
7. **City Manager's Report**
8. **Consent Agenda Items**
 - 8.A. A RESOLUTION APPROVING THE CITY OF MT. JULIET POLICE DEPARTMENT'S CADET POST 465 BRASS CASING RECOVERY AND FUNDRAISING PROGRAM [1698](#)
Sponsors: City Manager Kenny Martin,
Attachments: [Resolution](#)
[Executive Summary](#)
 - 8.B. A RESOLUTION APPROVING A SERVICE AGREEMENT WITH GARAGE TECHNOLOGIES, INC TO FACILITATE THE SALE OF FIRE DEPARTMENT APPARATUS, VEHICLES AND EQUIPMENT [1706](#)
Sponsors: City Manager Kenny Martin,
Attachments: [Resolution](#)
[Agreement](#)
[Agreement Addendum](#)
 - 8.C. A RESOLUTION DECLARING CITY OF MT JULIET FIRE DEPARTMENT VEHICLE AS SURPLUS TO BE DISPOSED OF AT AUCTION [1707](#)
Sponsors: City Manager Kenny Martin,
Attachments: [Resolution](#)
[Executive Summary](#)

- 8.D.** A RESOLUTION APPROVING A CONTRACT WITH KIMLEY HORNE AND ASSOCIATES, INC. TO UPDATE THE PARKS DEPARTMENT SYSTEMWIDE PARKS AND RECREATION MASTER PLAN DOCUMENT [1708](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution Agreement](#)
[Agreement Addendum](#)

- 8.E.** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE REGIONAL TRANSPORTATION AUTHORITY (“RTA”) OF MIDDLE TENNESSEE FOR USE OF OPEN SPACE AT THE MT. JULIET TRAIN STATION PROPERTY [1710](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution Agreement](#)
[Map](#)
[Staff Report](#)

9. New Business

- 9.A.** AN ORDINANCE TO REZONE AND ADOPT A PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 115 OAKMONT DRIVE, APPROXIMATELY 10 ACRES, MAP 072, PARCELS 005.01 FROM RS-40 TO RS-20 [1490](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

11/20/25	Planning Commission	deferred indefinitely to the Planning Commission
2/19/26	Planning Commission	deferred to the Planning Commission
4/16/26	Planning Commission	**Positive Recommendation to the Board of Commissioners

- 9.B.** AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 447 LIBERTY CHAPEL ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 49, PARCELS 008.03, 008.02, AND 008.04 [1678](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Map](#)
[Staff Report](#)

Legislative History

4/16/26 Planning Commission **Positive Recommendation to the Board of Commissioners

- 9.C.** AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 3150 NONAVILLE ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 031, PARCEL 032.01 [1679](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Map](#)
[Staff Report](#)

Legislative History

4/16/26 Planning Commission **Positive Recommendation to the Board of Commissioners

- 9.D.** A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, PROVIDING DIRECTION TO THE CITY MANAGER REGARDING REQUEST FOR PROPOSAL RESPONSES RECEIVED FOR THE SALE AND REDEVELOPMENT OF CITY-OWNED PROPERTY IN THE DOWNTOWN AREA [1691](#)

Sponsors: Jennifer Milele, Commissioner

Attachments: [Resolution](#)

Legislative History

4/27/26 Board of Commissioners deferred to the Board of Commissioners

10. Appointments

- 10.A.** Wilson County Board of Equalization Appointment [1709](#)

Sponsors: James Maness, Mayor

11. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 1702

Agenda Date: 5/11/2026

Agenda #: 4.A.

Title:

Meeting Minutes - 4-27-2026

Mt. Juliet, Tennessee

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



Meeting Minutes - Draft

Monday, April 27, 2026

6:30 PM

Commission Chambers

Board of Commissioners

1. Call to Order & Declare a Quorum Present

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

2. Set Agenda

Commissioner Jennifer Milele moved to remove Item 8B from the agenda and defer it to the June 22, 2026 meeting, which was approved without objection. Commissioner Art Giles moved to add himself as co-sponsor to Items 8G, 8H, and 8I, which was approved without objection. Mayor James Maness moved to place Items 8A, 8C, 8D, 8F, 8G, and 8H on the Consent Agenda, which was approved without objection.

3. Invocation & Pledge of Allegiance

City Manager Kenny Martin led the Pledge of Allegiance and delivered the invocation.

4. Approval of Minutes

4.A. Meeting Minutes to be Approved - 4-13-2026

1686

Attachments: [Meeting Minutes to be Approved - 4-13-2026](#)

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Minutes be approved. The minutes were approved without objection.

RESULT: APPROVED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

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

Absent: Commissioner Hefner

5. Citizens Comments

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

Jessica Needham Scales, 12425 Lebanon Road, addressed the Board regarding upcoming community celebrations. She invited residents to attend a Memorial Day event at 735 North Mt. Juliet Road featuring a drone show, in recognition of veterans, and participation from representatives of each branch of the United States military, along with the Tyler Cates American Legion Foundation. She also invited residents to attend a Fourth of July fireworks celebration at the same location, which will include family activities such as food trucks, face painting, bounce houses, and fireworks. Ms. Scales stated the events are intended to bring the community together, she would like local participation, and will have ample parking and space for families to gather and celebrate.

Clay Scales, 12425 Lebanon Road, Mt. Juliet, addressed the Board regarding the Citizens of Mt. Juliet fireworks display. He stated he has been a resident of Mt. Juliet since 2017 and has enjoyed watching the community grow. Mr. Scales said he has been involved with the Citizens of Mt. Juliet fireworks display and described it as the largest in Wilson County. He invited the City of Mt. Juliet, the Parks Department, and City Beautiful to partner in future events. Mr. Scales expressed concerns regarding the location due to traffic access, parking, and public safety challenges associated with the city-sponsored fireworks event. He encouraged support for the Citizens of Mt. Juliet Memorial Day drone show and Fourth of July fireworks display and invited sponsorship participation from local businesses while encouraging residents to shop local.

Paul Garrison, 100 Catapla Drive, addressed the Board regarding communication and notice related to future projects and roadway improvements along Pleasant Grove Road. He stated he is new to the community and requested clearer information and advance notice for residents concerning planned developments, right-of-way acquisitions, and construction timelines, noting that many neighbors are confused and have received differing information. Mr. Garrison expressed concern about the potential taking of private property, impacts to trees and utilities, and the effect such projects may have on his home. He also raised concerns regarding the proposed multi-use path, questioning maintenance responsibilities under current city ordinances if adjoining property owners are required to maintain sidewalks. Mr. Garrison invited officials to visit the area to better understand resident concerns and thanked the Board for their service.

Stephen Hoekendorf, 393 Page Drive, Mr. Hoekendorf addressed the Board regarding Resolution 8.1. and stated appreciation for prior discussions with members of the Board. Mr. Hoekendorf indicated he had a better understanding of the intent of the resolution, but expressed concern that the proposed time period of up to two years was too long and suggested a shorter timeframe would be more appropriate. Mr. Hoekendorf stated that circumstances can change over a two-year period and encouraged consideration of a smaller window as the matter moves forward.

6. Commissioner Reports & Comments

Commissioner Art Giles stated the drone show provided by Needhams was amazing last year. He reminded residents about Ride Mt. Juliet on May 3 at 2:00 p.m., noting there would be a bike rodeo, and thanked the Fire and Police Departments for their participation. He also thanked the Mt. Juliet Police Department for their continued efforts to keep criminals out of the city. Commissioner Giles shared that he attended the Metropolitan Nashville Police Department awards ceremony, where his son received a Service Efficiency Award, and congratulated him on the honor.

Vice Mayor Bill Trivett congratulated Commissioner Giles' son on his award and thanked him for his service. He also addressed Mr. Garrison and stated he would be reaching out. Regarding the Fourth of July shows, Vice Mayor Trivett stated he too would enjoy seeing one large community event, but noted the city is fortunate to have two celebrations, which reflects the community's patriotism. He referenced the evening's anticipated storms and thanked Mt. Juliet Fire Department for their earlier public safety post reminding residents how to prepare. He encouraged citizens to reach out if needed.

Commissioner Jennifer Milele echoed comments regarding Ride Mt. Juliet, noting the rain date is May 17. She stated the route is approximately 3.3 miles, relatively flat, and encouraged families to participate. Commissioner Milele also reminded residents that May is Bike Month. She further reminded citizens that the May 5 primary election is upcoming and encouraged everyone to vote, noting that local elections are very important.

Mayor James Maness stated he received an email comparing Mt. Juliet's tax revenues to those of a neighboring city, and he considered it a compliment that Mt. Juliet provides such strong services with the revenues it collects. He commented on the beautiful weekend and reflected on how special Mt. Juliet is. Mayor Maness also shared that he attended the Green Hill High School FFA plant sale and expressed appreciation for living in a safe and outstanding community.

7. City Manager's Report

City Manager Kenny Martin emphasized the importance of supporting the Shop Local initiative and the value it brings to the city. He gave a shout out to the Needhams for their community involvement and encouraged residents and businesses to display the American flag at their homes and places of business. City Manager Martin also stated that, at the request of Commissioner Art Giles, staff is working with the Mt. Juliet Fire Department to ensure blast notifications are sent regarding Elliott's Reserve.

Consent Agenda

- 8.A. AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE V, SECTION 5-104.1, DESIGN STANDARDS FOR MULTIFAMILY DWELLINGS, AND SECTION 5-104.4, DEVELOPMENT STANDARDS FOR SINGLE FAMILY RESIDENTIAL [1636](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Redline](#)
[Staff Report](#)

This items was added to the Consent Agenda during Item 2 Set Agenda.

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be approved for second reading. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Hefner

- 8.C. A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT MINI-PUMPER TRUCK AS SURPLUS TO BE SOLD [1683](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution](#)
[Executive Summary](#)

This items was added to the Consent Agenda during Item 2 Set Agenda.

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Hefner
Enactment No: 33-2026

8.D. A RESOLUTION DECLARING MAY AS BIKE MONTH IN THE CITY OF MT. JULIET [1684](#)

Sponsors: Art Giles, Commissioner

Attachments: [Resolution](#)

This items was added to the Consent Agenda during Item 2 Set Agenda.

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Hefner
Enactment No: 34-2026

8.F. A RESOLUTION TO APPROVE A CONTRACT WITH IMPACT PYRO TO PROVIDE A FIREWORKS DISPLAY FOR THE CITY'S CELEBRATE MT. JULIET JULY FOURTH EVENT [1688](#)

Sponsors: City Manager Kenny Martin,

Attachments: [Resolution](#)
[Contract](#)

This items was added to the Consent Agenda during Item 2. Set Agenda.

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Hefner
Enactment No: 35-2026

8.G. A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, 1690
AUTHORIZING THE DISPLAY OF THE NATIONAL MOTTO “IN GOD
WE TRUST” ON CITY-OWNED VEHICLES

Sponsors: James Maness, Mayor, Art Giles, Commissioner

Attachments: [Resolution](#)

These items were added to the Consent Agenda during Item 2, Set Agenda, without objection. During the same item, Commissioner Art Giles was added as a co-sponsor, without objection..

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Hefner
Enactment No: 36-2026

8.H. A RESOLUTION SUPPORTING TENNESSEE HOUSE JOINT 1692
RESOLUTION 0051

Sponsors: James Maness, Mayor, Art Giles, Commissioner

Attachments: [Resolution](#)

These items were added to the Consent Agenda during Item 2, Set Agenda, without objection. During the same item, Commissioner Art Giles was added as a co-sponsor, without objection.

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Absent: Commissioner Hefner
Enactment No: 37-2026

8. New Business

- 8.B.** AN ORDINANCE AUTHORIZING THE ABANDONMENT OF THE EXISTING AIDEN LANE. RIGHT-OF-WAY, VIA INSTRUMENT, TO THE WYNFIELD HOA, INC. [1644](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Map](#)
[Staff Report](#)

This Ordinance was deferred by the Mt. Juliet Board of Commissioners and is scheduled to return on June 22, 2026.

RESULT: DEFERRED

- 8.E.** A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, PROVIDING DIRECTION TO THE CITY MANAGER REGARDING REQUEST FOR PROPOSAL RESPONSES RECEIVED FOR THE SALE AND REDEVELOPMENT OF CITY-OWNED PROPERTY IN THE DOWNTOWN AREA [1691](#)

Sponsors: Jennifer Milele, Commissioner

Attachments: [Resolution](#)

Commissioner Jennifer Milele made a motion to defer the item for one meeting. Mayor James Maness seconded. The motion carries unanimously.

This Resolution, was deferred by the Mt. Juliet Board of Commissioners unanimously.

RESULT: DEFERRED

MOVER: Bill Trivett

SECONDER: Jennifer Milele

- 8.I. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, ESTABLISHING A PROCEDURE FOR AGENDA ITEMS THAT FAIL TO RECEIVE A MOTION OR SECOND AND RESTRICTING REINTRODUCTION BY THE SAME AGENDA SPONSOR [1693](#)

Sponsors: James Maness, Mayor, Art Giles, Commissioner

Attachments: [Resolution](#)

Commissioner Art Giles was added as a co-sponsor to this item during Item 2, Set Agenda, without objection. Commissioner Jennifer Milele made a motion to amend Section 5, Number 1, by adding the words “or additional” after the word “different.” Mayor James Maness called for the vote, and the amendment was approved unanimously.

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Art Giles

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

Absent: Commissioner Hefner
Enactment No: 38-2026

Discussion

Mayor James Maness made a motion to suspend the rules. Commissioner Jennifer Milele seconded the motion, which was approved unanimously.

Mayor James Maness stated that surplus property, donations, sales, contracts, and similar resolutions should automatically be placed on the Consent Agenda by the City Recorder in order to streamline meetings. Mayor Maness then made a motion to enter Regular Session. Commissioner Jennifer Milele seconded the motion, which was approved unanimously.

9. Adjournment

There being no further business, the meeting adjourned at 7:26 p.m. without objection.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1698

Agenda Date: 5/11/2026

Agenda #: 8.A.

Title:

A RESOLUTION APPROVING THE CITY OF MT. JULIET POLICE DEPARTMENT'S CADET POST 465 BRASS CASING RECOVERY AND FUNDRAISING PROGRAM

RESOLUTION -2026

A RESOLUTION APPROVING THE CITY OF MT. JULIET POLICE DEPARTMENT'S CADET POST 465 BRASS CASING RECOVERY AND FUNDRAISING PROGRAM

WHEREAS, the City of Mt. Juliet Police Department has surplus spent casings located at their firearms training range; and

WHEREAS, the department has partnered with Cadet Post 465 to recover and sell the casings and use the proceeds to support the Post's needs; and

WHEREAS, the program ensures the training center is clean, safe and maintains operational readiness by ensuring the timely removal of expended materials; and

WHEREAS, the program creates a meaningful, hands-on fundraising pathway for youth participants that reinforces responsibility, teamwork and service; and

WHEREAS, the department requests the Board of Commissioners formally approve the program and sustain the partnership on an ongoing basis.

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

Section 1. The Board of Commissioners approves the City of Mt. Juliet Police Department's partnership with Cadet Post 465 for the Brass Casing Recovery and Fundraising Program.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

RESOLUTION -2026

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Sustained Approval for Cadet Post 465 Brass Casing Recovery and Fundraising Program

- 1) Who: Mt. Juliet Police Department
- 2) What: The Mt. Juliet Cadet Post 465 youth program conducts scheduled clean-ups of unused and expended brass casings at the Police Department's Firearms Training Center as a structured fundraising effort. Cadets, under supervision, collect and sort spent brass following training activities. The recovered brass is then delivered to a vetted local vendor and sold as scrap metal. Each clean-up generates an estimated return of \$2,000 to \$8,000, with all proceeds directed back to the non-profit cadet program to support their needs.

This approval formalizes and sustains the partnership by authorizing ongoing brass recovery operations at the training center. It establishes a consistent process that aligns facility needs with a reliable fundraising opportunity for the cadets.

- 3) When: Reoccurring
- 4) Where: MJPD
- 5) Why: This initiative advances two important goals at once. First, it maintains the cleanliness, safety, and operational readiness of the Firearms Training Center by ensuring timely removal of expended materials. Second, it creates a meaningful, hands-on fundraising pathway for youth participants that reinforces responsibility, teamwork, and service.

By continuing this program, we invest in the next generation of leaders while strengthening stewardship of department resources. The partnership reflects a practical, community-centered approach that turns routine maintenance into a positive impact opportunity for our cadets and the broader Mt. Juliet community

6) Costs: N/A

7) Line Item: N/A

Staff Recommendation: City Manager's Office has provided a positive recommendation

Prepared by: Chief Tyler Chandler



Mt. Juliet, Tennessee

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

Staff Report

File #: 1706

Agenda Date: 5/11/2026

Agenda #: 8.B.

Title:

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH GARAGE TECHNOLOGIES, INC TO FACILITATE THE SALE OF FIRE DEPARTMENT APPARATUS, VEHICLES AND EQUIPMENT

RESOLUTION - 2026

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH GARAGE TECHNOLOGIES, INC TO FACILITATE THE SALE OF FIRE DEPARTMENT APPARATUS, VEHICLES AND EQUIPMENT

WHEREAS, the City of Mt. Juliet Fire Department desires to approve the service agreement with Garage Technologies, Inc; and

WHEREAS, the agreement will provide the city with an alternative option to sell fire apparatus, vehicles and equipment; and

WHEREAS, the agreement allows for a commission of 10% on the sale to be paid to Garage Technologies, Inc.; and

WHEREAS, Garage Technologies, Inc. will provide advertisement and facilitate transport upon completion of sale; and

WHEREAS, the Fire Department desires to provide the best option to maximize the return on the sale of surplus city property.

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

Section 1. The Board of Commissioners approves the agreement with Garage Technologies, Inc. as an alternative to selling fire apparatus, vehicles and equipment.

Section 2. Mayor James Maness is hereby authorized to execute the said agreement with Garage Technologies, Inc.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

RESOLUTION - 2026

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Garage Service Agreement

This Service Agreement (the "Agreement") is entered into as of 4/20/2026 by and between: Facilitator: Garage Technologies, Inc., a Delaware C Corporation, (hereinafter referred to as the "Facilitator")

Seller: _____, located at
Enter the state. _____ (hereinafter referred to as the "Seller")

Recitals:

WHEREAS, the Facilitator is acting as an intermediary to introduce potential buyers (collectively, the "Buyers") to the Seller for the purpose of facilitating the sale (the "Transaction") of all current and future listings of ambulances, fire apparatus, and other equipment listed on the Facilitator's platform (the "Equipment");

WHEREAS, the Seller acknowledges the valuable services provided by the Facilitator and desires to ensure that the Facilitator is compensated for these services;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Non-Circumvention

The Seller hereby irrevocably agrees not to directly or indirectly contact, deal with, or otherwise become involved in any transaction with any Buyer introduced by the Facilitator, without the involvement of the Facilitator.

2. Confidentiality

The parties agree that all information shared between them during the course of the Transaction shall be kept confidential and shall not be disclosed to any third party without prior written consent from the other parties.

3. Compensation

The Seller agrees that the Facilitator shall be entitled to a commission of 10% of the Transaction's value upon the successful completion of any Transaction with a Buyer introduced by the Facilitator. The Facilitator's commission shall be paid within 30 days of the completion of the Transaction.



The Marketplace for
Municipal Vehicles & Equipment

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any disputes arising out of or in connection with this Agreement shall be resolved in the courts of New York State.

5. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter.

6. Amendments

This Agreement may not be amended or modified except in writing signed by both parties. IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the day and year first above written.

Facilitator: Garage Technologies, Inc.

Signed by:
Tyler Therrien

Signature: _____
5FE78AD734E64A7...

Name: Tyler Therrien

Title: Account Executive

Date: 4/20/2026

Seller:

Signature: _____

Name: Mark Foulks

Title: Fire Chief

Date:

STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed by and between the **City Of Mt. Juliet, Tennessee**, a municipal corporation in the State of Tennessee, (herein further referenced and identified as the "City" or "Customer") and **Garage Technologies, Inc.**, a Delaware corporation, (herein further referenced and identified as "Vendor") in order to amend the terms of the "Garage Service Agreement" (hereinafter referred to as "Agreement"), including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service.

WITNESSETH

WHEREAS, the parties wish to execute this addendum to the Agreement for the purposes of substituting, clarifying or inserting certain terms of or into their Agreement; and

WHEREAS, the terms of this addendum to the Agreement shall take precedence over all other terms, conditions or language to the contrary or in conflict with the language contained in the Agreement; however, any term or clause not modified by the provisions herein shall be governed by the Agreement. The parties agree that this addendum shall not be construed to create any ambiguity, it being the expressed intent of the parties that this addendum shall control;

THEREFORE, in consideration of using Vendor's Agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Vendor the parties hereto agree to the following:

1. **VENUE**. The parties agree that venue for any legal or other dispute arising under the terms of the Agreement or this addendum to agreement shall lie exclusively in the courts of Wilson County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial;

2. **CHOICE OF LAW**. The Agreement shall be deemed to be entered into under Tennessee law, and the rights and obligation of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles, and all obligations of the parties are performable in Mt. Juliet, Tennessee.

3. **INDEMNIFICATION**. The parties hereto agree that Vendor shall indemnify the City for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the performance of their obligations under the terms of the original agreement or this addendum to agreement and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by the

City, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private or public entities and, therefore, prohibits an agreement by the City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring the City to indemnify or hold harmless Vendor or any other person or entity or any limitation of liability in favor of Vendor shall be deemed null, void and unenforceable against the City under any and all circumstances.

4. NON-APPROPRIATION. Vendor acknowledges that the City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event the City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to the City, and such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to the City.

5. TAX EXEMPTION. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and Vendor shall assume all liability for such taxes, if any, that should be incurred.

6. NO ATTORNEY'S FEES. The parties hereto agree that The City shall be in no event liable for any attorney's fees which Vendor may incur due to breach of the original agreement or this addendum agreement by either party; and further, The City shall not acquiesce to any term of the original contract/agreement that indicates or infers The City may or shall be responsible for the fees of another party or the Vendor's attorney fees.

7. MEDIATION; NO ARBITRATION. The City may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the City notice of any intent to file suit by certified mail. The City shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the City does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties. The parties hereby further agree that,

except as provided for in this addendum or by applicable law, the parties shall not be required to participate in any alternative dispute resolution process or procedure, including but not limited to arbitration and med-arb, relating to disputes that arise between the parties to the Agreement.

8. FAILURE TO PERFORM. The parties agree, in the event Vendor fails to perform any obligation, other than with regards to the date of delivery, set out in the Agreement/Contract, the City shall be reimbursed by Vendor for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the City would have paid to Vendor to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Vendor shall have fifteen (15) business days after receipt of written notice from the City to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in the Agreement/Contract all deliveries shall be made to the City no later than ninety (90) days from the date of the Agreement/Contract. The parties further agree that if Vendor, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing the Agreement/Contract, then the entire Agreement/Contract shall be voidable at the sole discretion of the City. Should the City elect to void the Agreement/Contract due to Vendor's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing the Agreement/Contract to meet the delivery deadline, then neither party shall be deemed to have breached the Agreement/Contract, and Vendor shall return all monies, within seven (7) business days, paid by the City for the products/items that could not be delivered in the allotted time. This provision shall take propriety over any Force Majeure Clause contained within the Agreement/Contract.

9. USE OF CITY'S LOGO OR NAME. Vendor shall not use the City's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from the City. Vendor shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of the City.

10. WARRANTY. Vendor warrants that the product(s) herein, when used in accordance with the documentation, shall operate and conform in all material respects in conformity with this Agreement and the written representations of Vendor, including applicable user manuals and guides supplied by Vendor or with Vendor's Software. If it does not perform as warranted, Vendor shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written

representations of Vendor. If Vendor cannot correct the product(s) within a reasonable period of time, Vendor shall refund the purchase price of the product(s).

11. SOFTWARE DEADLINE, TESTING AND ACCEPTANCE. If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of the Agreement and this Addendum thereto, unless the Agreement states a specific date which is before or after said deadline. In Addition, software provided by Vendor to the City is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets the City's needs. The City shall have seven (7) business days after the software is installed to perform testing of the software using the City's data. The City shall provide Vendor with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the City does not provide timely written notice of acceptance or rejection to Vendor, the software shall be deemed to be accepted by the City. If the software is rejected, the City may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Vendor to repair or replace the software, without charge, in a timely manner. In the event the City elects to allow the Vendor to repair or replace the software, the City shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

12. NO AUTOMATIC RENEWAL. The term of the Agreement shall not be renewed or extended beyond the initial term and any provision providing for automatic or continuing renewal of the Agreement is not applicable.

13. UNILATERAL MODIFICATION OF AGREEMENT NOT PERMITTED. Vendor may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Addendum, shall not alter this Addendum, and shall not materially alter the use of the service or reduce the level of protection provided to the City at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in the Agreement to the contrary, any change to the Agreement made by Vendor that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by the City's Clerk and approved as to form by the City Attorney are subject to the terms and conditions of this Addendum, and shall not alter this Addendum and shall not materially alter the use of the service or reduce the level of protection provided to the City at the time of the execution of this Agreement.

14. CHANGES TO TERMS. Except as provided in Paragraph No. 13 above pertaining to Vendor's Privacy Policy, Vendor shall provide the City written notice, sent in care of City Attorney's Office, 2425 N.

Mt. Juliet Road, Mt. Juliet, Tennessee 37122, of any proposed change to the Agreement at least ninety (90) days prior to being effective to the City. The City shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Vendor will refund to the City any payment made by the City to Vendor equal to the difference between the number of months the payment was intended for and the number of months remaining on Agreement that the fee was intended to cover.

15. PRICE ASSURANCE. Unless specifically stated in the Agreement, the price shall be valid for the full term of the Agreement. If Vendor, specifically states, in the Agreement that he, she or it cannot honor the price for the full term of the Agreement; the Agreement is voidable at the sole discretion of the City, if at any time during the full term of the Agreement, Vendor requests to raise the contract price. If the City elects to void the Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

16. CONFIDENTIALITY. The City, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Addendum, the Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure, without regard to any provision contained in the Agreement declaring information confidential. The City will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. The City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 16 serves to meet such burden and authorization of disclosure.

17. NO PRESUMPTION AGAINST DRAFTER. The parties are both business entities having substantial experience with the subject matter of this addendum, and each has fully participated in the negotiation and drafting of this addendum. Accordingly, this addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed addendum differs in any respect from any previous draft hereof.

18. SURVIVAL. This entire addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference and shall remain in full force and effect until the expiration of any applicable statute of limitation.

19. **EFFECTIVE DATE.** This addendum shall be deemed to have the same effective date of the Agreement.

IN WITNESS WHEREOF, the parties hereto warrant and represent that the individual who has signed this addendum on behalf of such party is duly authorized by all necessary and appropriate corporate action to sign this addendum.

VENDOR

BY: *Lawrence Lembo*

PRINTED NAME: Lawrence Lembo

VENDOR: Garage Technologies, Inc.

TITLE: Operations Manager

DATE: 4/24/2026

CUSTOMER

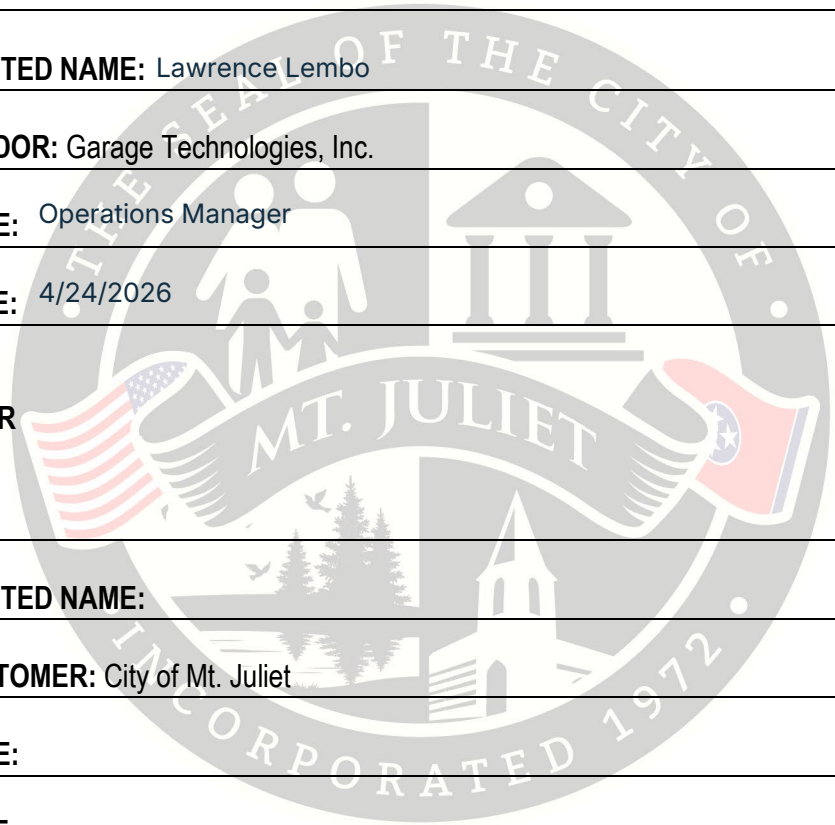
BY:

PRINTED NAME:

CUSTOMER: City of Mt. Juliet

TITLE:

DATE:





Mt. Juliet, Tennessee

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

Staff Report

File #: 1707

Agenda Date: 5/11/2026

Agenda #: 8.C.

Title:

A RESOLUTION DECLARING CITY OF MT JULIET FIRE DEPARTMENT VEHICLE AS SURPLUS TO BE DISPOSED OF AT AUCTION

RESOLUTION - 2026

A RESOLUTION DECLARING CITY OF MT JULIET FIRE DEPARTMENT VEHICLE AS SURPLUS TO BE DISPOSED OF AT AUCTION

WHEREAS, the City of Mt. Juliet Fire Department has certain property that has reached the end of its useful life; and

WHEREAS, the property is identified as follows: FD 2020 Dodge Ram Vin # 1C6RREFG3MN575076; and

WHEREAS, the vehicle has 44,250 miles and no known mechanical issues; and

WHEREAS, for fiscal responsibility the vehicle is deemed to have no further use to the City of Mt. Juliet Fire Department; and

WHEREAS, the vehicle shall be sold by a third-party vendor specializing in apparatus utilizing a market value price to ensure maximum value is received for the apparatus.

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

Section 1. The Board of Commissioners declares the 2020 Dodge Ram as surplus property.

Section 2. The property shall be listed on the auction site "The Garage" for sale to the highest bidder.

Section 3. The City Finance Director is empowered to execute the documents required to affect this resolution.

Section 4. In the event of no bids, the property may be sold as scrap or discarded as trash.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

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

PASSED:

RESOLUTION - 2026

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Mark Foulks
Fire Chief

Joseph Edwards
Deputy Fire Chief

Sharon Bachelier
Fire Office Manager

FIRE DEPARTMENT



Eric Newman
Assistant Chief of EMS

Brent Blamires
Assistant Chief/Fire Marshal

Scott Lively
Assistant Chief of Training

CITY OF MT. JULIET

Approval to Surplus and Competitively Sell a 2020 Dodge Ram

- 1) **Who:** Mt. Juliet Fire Department
- 2) **What:** Approval is needed to surplus and sell a 2020 Dodge Ram
- 3) **When:** As soon as approved by the City of Mt. Juliet Commissioners
- 4) **Where:** Apparatus is currently in reserve status in Mt. Juliet Administrative Offices
- 5) **Why:** The vehicle, previously used by the Fire Marshal, is not in use and has not been since replacement vehicle was purchased in 2025

Staff Recommendation: Fire Administration recommends declaring the vehicle surplus and selling the vehicle through GovDeals Auction to ensure that the maximum value is attained

Prepared by: Fire Office Manager Sharon Bachelier







Mt. Juliet, Tennessee

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

Staff Report

File #: 1708

Agenda Date: 5/11/2026

Agenda #: 8.D.

Title:

A RESOLUTION APPROVING A CONTRACT WITH KIMLEY HORNE AND ASSOCIATES, INC. TO UPDATE THE PARKS DEPARTMENT SYSTEMWIDE PARKS AND RECREATION MASTER PLAN DOCUMENT

RESOLUTION - 2026

A RESOLUTION APPROVING A CONTRACT WITH KIMLEY HORNE AND ASSOCIATES, INC. TO UPDATE THE PARKS DEPARTMENT SYSTEMWIDE PARKS AND RECREATION MASTER PLAN DOCUMENT

WHEREAS, the City of Mt. Juliet Parks Department desires to approve the professional services agreement with Kimley Horne and Associates, Inc; and

WHEREAS, the agreement will provide a 5-year update to the systemwide parks and recreation master plan document originally created in 2021; and

WHEREAS, this update will ensure compliance with the Tennessee Department of Environment and Conservation (TDEC) requirements for grantees; and

WHEREAS, the update will assist the City in remaining competitive in upcoming grant funding opportunities while continuing to guide strategic park development and improvements.

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

Section 1. The Board of Commissioners approves the contract with Kimley Horne and Associates, Inc. in the amount of \$50,000 for the update to the Parks Department Systemwide Parks and Recreation Master Plan Document.

Section 2. Mayor James Maness is hereby authorized to execute the said contract with Kimley Horne and Associates, Inc.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

RESOLUTION - 2026

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

April 29, 2026

Mr. Ross Hudson
Parks Director
1075 Charlie Daniels Parkway
Mt. Juliet, TN 37122

Re: Professional Services Agreement
Mt. Juliet Parks and Recreation Master Plan Update

Dear Mr. Hudson:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Mt. Juliet, Tennessee (“Client”) for providing professional consulting services for the above referenced project.

Project Understanding

The Mt. Juliet Parks and Recreation Department desires to provide a five (5) year update their systemwide parks and recreation master plan document, the Mt. Juliet Parks and Recreation Master Plan, originally adopted May 2021. This updated master plan will provide guidance for the department over the next five (5) years and will meet the minimum requirements set by TDEC.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

Task 1.1 – Site Visits

Kimley-Horn will visit the City’s existing facilities listed in Task 2.2 below to document existing facilities and conditions. Written notes and photographs will document the existing facilities.

Task 1.2 – SWOT Workshop

Kimley-Horn will facilitate one (1) meeting with the Parks Board to collect their input on the strengths, weaknesses, opportunities, and threats of the City’s park system. This will meet TDEC’s requirement for the Strengths Weakness Opportunities Threat (SWOT) Analysis.

Task 1.3 – Draft Plan Public Open House

Kimley-Horn will facilitate one (1) public engagement meeting to gather input on the final draft of the plan as required by TDEC.

Task 2 – Existing Conditions and Needs Assessment

Task 2.1 – Needs Assessment Survey

Kimley-Horn will create a needs assessment survey that will consist of up to twenty (20) questions for citizens to provide public input for this project. This survey will be provided in an online format via Survey Monkey. Kimley-Horn will provide one (1) social media graphic to be used by the Client for advertising the public survey. A final digital report of the results will be provided to the Client.

Kimley-Horn will provide an executive summary of the survey methodology, a description of major findings, and charts to depict highlights of the results as a section in the Master Plan report.

Task 2.2 – Evaluate Existing Park Facilities

Kimley-Horn will visit up to eight (8) existing facilities listed below. Facility assessments will consist of facility name, list of amenities, condition of amenities, and recommendations listed in short and long-term needs. Facility assessments will be provided for the following facilities:

- Charlie Daniels Park
- Eagle Park
- Ethan Page Park
- Hamilton-Denson Park
- Jones Family Park
- Mt. Juliet Bark Park
- Mundy Park
- Robinson Park

Task 3 – Program Assessment

Kimley-Horn will review a consolidated list of the City's existing programs and events. Kimley-Horn will analyze the age segment distribution and lifecycle analysis as required by TDEC. This data will be provided in the final Master Plan report.

Task 4 – Implementation Plan

Kimley-Horn will refine and organize the needs identified in the tasks above into a list of actionable recommendations that will be organized into short, mid, and long-term goals.

Task 5 – Master Plan Report

Kimley-Horn will prepare a summary master plan report detailing the findings and recommendations of the project and compile the important documents and deliverables from the tasks above. The report will consist of graphics, tabular formats where feasible, and summary text that documents the process of the plan development.

A draft plan document will be submitted to City staff for review and comment for a thirty (30) day review period. Once a consolidated set of comments are received from the Client, Kimley-Horn will address

these comments and revise the document. The final document will then be submitted to the Client in digital PDF format.

Task 6 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings beyond those outlined in the above scope
- Additional trips beyond those outlined in the above scope
- Additional analysis beyond the scope that is outlined above
- Additional design beyond the scope that is outlined above
- Additional site visits beyond those outlined in the above scope
- Executive Summary
- Others as requested by the Client

Schedule

We will provide our services as expeditiously as practicable.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Project Total **\$ 50,000**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Mt. Juliet.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Alisha Eley, PLA
Project Manager

Agreed to this _____ day of _____, 2026.

CITY OF MT. JULIET, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

STANDARD ADDENDUM TO AGREEMENT

This standard contract addendum is executed by and between the **City Of Mt. Juliet, Tennessee**, a municipal corporation in the State of Tennessee, (herein further referenced and identified as the "City" or "Customer") and **Kimley-Horn and Associates, Inc.**, (herein further referenced and identified as "Vendor") in order to amend the terms of the "Professional Services Agreement – Mt. Juliet Parks and Recreation Master Plan Update" (hereinafter referred to as "Agreement"), including all attachments, exhibits, or any actual or virtual documents or writing, including, but not limited to, all any "clickwrap," "clickthrough" or "click and accept" agreement or other Terms of Service.

WITNESSETH

WHEREAS, the parties wish to execute this addendum to the Agreement for the purposes of substituting, clarifying or inserting certain terms of or into their Agreement; and

WHEREAS, the terms of this addendum to the Agreement shall take precedence over all other terms, conditions or language to the contrary or in conflict with the language contained in the Agreement; however, any term or clause not modified by the provisions herein shall be governed by the Agreement. The parties agree that this addendum shall not be construed to create any ambiguity, it being the expressed intent of the parties that this addendum shall control;

THEREFORE, in consideration of using Vendor's Agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Vendor the parties hereto agree to the following:

1. **VENUE**. The parties agree that venue for any legal or other dispute arising under the terms of the Agreement or this addendum to agreement shall lie exclusively in the courts of Wilson County, Tennessee or the United States District Court, for the Middle District of Tennessee. The parties hereby waive their right to a jury trial;

2. **CHOICE OF LAW**. The Agreement shall be deemed to be entered into under Tennessee law, and the rights and obligation of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles, and all obligations of the parties are performable in Mt. Juliet, Tennessee.

3. **INDEMNIFICATION**. The parties hereto agree that Vendor shall indemnify the City for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the performance of their obligations under the terms of the original agreement or this addendum to agreement and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by the

City, including but not limited to, court costs, civil judgments, assessments or any other reasonable fees associated therewith. In addition, Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private or public entities and, therefore, prohibits an agreement by the City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring the City to indemnify or hold harmless Vendor or any other person or entity or any limitation of liability in favor of Vendor shall be deemed null, void and unenforceable against the City under any and all circumstances.

4. NON-APPROPRIATION. Vendor acknowledges that the City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event the City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to the City, and such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to the City.

5. TAX EXEMPTION. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and Vendor shall assume all liability for such taxes, if any, that should be incurred.

6. NO ATTORNEY'S FEES. The parties hereto agree that The City shall be in no event liable for any attorney's fees which Vendor may incur due to breach of the original agreement or this addendum agreement by either party; and further, The City shall not acquiesce to any term of the original contract/agreement that indicates or infers The City may or shall be responsible for the fees of another party or the Vendor's attorney fees.

7. MEDIATION; NO ARBITRATION. The City may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the City notice of any intent to file suit by certified mail. The City shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the City does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties. The parties hereby further agree that,

except as provided for in this addendum or by applicable law, the parties shall not be required to participate in any alternative dispute resolution process or procedure, including but not limited to arbitration and med-arb, relating to disputes that arise between the parties to the Agreement.

8. FAILURE TO PERFORM. The parties agree, in the event Vendor fails to perform any obligation, other than with regards to the date of delivery, set out in the Agreement/Contract, the City shall be reimbursed by Vendor for any and all expenses associated with having to obtain a new provider to finish out the contracted term, including, but in no way limited to, any charges/fees, which are above and beyond the amount the City would have paid to Vendor to complete the same task; provided, however, that if the failure, by its nature, is one that can be cured, the Vendor shall have fifteen (15) business days after receipt of written notice from the City to cure said failure to perform. The parties hereby agree, unless a specific date of delivery is provided in the Agreement/Contract all deliveries shall be made to the City no later than ninety (90) days from the date of the Agreement/Contract. The parties further agree that if Vendor, in good faith, is not able to meet this ninety (90) day deadline of delivery due to forces beyond his, her or its control, that were unforeseeable at the time of signing the Agreement/Contract, then the entire Agreement/Contract shall be voidable at the sole discretion of the City. Should the City elect to void the Agreement/Contract due to Vendor's good faith inability, due to forces beyond his, her or its control, and which were unforeseeable at the time of signing the Agreement/Contract to meet the delivery deadline, then neither party shall be deemed to have breached the Agreement/Contract, and Vendor shall return all monies, within seven (7) business days, paid by the City for the products/items that could not be delivered in the allotted time. This provision shall take propriety over any Force Majeure Clause contained within the Agreement/Contract.

9. USE OF CITY'S LOGO OR NAME. Vendor shall not use the City's name or any logo in marketing or publicity materials or for marketing or publicity purposes without the prior written authorization from the City. Vendor shall not issue, publish, or divulge any materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior written consent of the City.

10. WARRANTY. Vendor warrants that the product(s) herein, when used in accordance with the documentation, shall operate and conform in all material respects in conformity with this Agreement and the written representations of Vendor, including applicable user manuals and guides supplied by Vendor or with Vendor's Software. If it does not perform as warranted, Vendor shall use all commercially reasonable efforts to correct the product(s) so that it operates in all material respects in conformity with the written

representations of Vendor. If Vendor cannot correct the product(s) within a reasonable period of time, Vendor shall refund the purchase price of the product(s).

11. SOFTWARE DEADLINE, TESTING AND ACCEPTANCE. If applicable to the Agreement, software provided by Vendor shall be installed for the purposes of testing, as stated herein below, no later than one hundred twenty (120) days from the effective date of the Agreement and this Addendum thereto, unless the Agreement states a specific date which is before or after said deadline. In Addition, software provided by Vendor to the City is subject to inspection and testing to verify that the software conforms to its written specifications and to ensure it meets the City's needs. The City shall have seven (7) business days after the software is installed to perform testing of the software using the City's data. The City shall provide Vendor with written notice of acceptance or rejection of the software five (5) business days or less after the end of the testing period. If the City does not provide timely written notice of acceptance or rejection to Vendor, the software shall be deemed to be accepted by the City. If the software is rejected, the City may, at its sole discretion, either (1) return the software and receive a refund of all fees paid with respect thereto, or (2) allow Vendor to repair or replace the software, without charge, in a timely manner. In the event the City elects to allow the Vendor to repair or replace the software, the City shall have an additional (7) business days in which to accept or reject the software as laid out hereinabove.

12. NO AUTOMATIC RENEWAL. The term of the Agreement shall not be renewed or extended beyond the initial term and any provision providing for automatic or continuing renewal of the Agreement is not applicable.

13. UNILATERAL MODIFICATION OF AGREEMENT NOT PERMITTED. Vendor may make unilateral changes to its Privacy Policy, provided any such changes are subject to the provisions of this Addendum, shall not alter this Addendum, and shall not materially alter the use of the service or reduce the level of protection provided to the City at the time of the execution of this Agreement. Except as provided in the preceding sentence, notwithstanding anything in the Agreement to the contrary, any change to the Agreement made by Vendor that is not in writing and that is not properly executed by the signatures of authorized representatives of the parties hereto, including attestation by the City's Clerk and approved as to form by the City Attorney are subject to the terms and conditions of this Addendum, and shall not alter this Addendum and shall not materially alter the use of the service or reduce the level of protection provided to the City at the time of the execution of this Agreement.

14. CHANGES TO TERMS. Except as provided in Paragraph No. 13 above pertaining to Vendor's Privacy Policy, Vendor shall provide the City written notice, sent in care of City Attorney's Office, 2425 N.

Mt. Juliet Road, Mt. Juliet, Tennessee 37122, of any proposed change to the Agreement at least ninety (90) days prior to being effective to the City. The City shall have thirty (30) days after receiving the written notice to terminate this Agreement, and such cancellation shall not be a breach of this Agreement. Vendor will refund to the City any payment made by the City to Vendor equal to the difference between the number of months the payment was intended for and the number of months remaining on Agreement that the fee was intended to cover.

15. PRICE ASSURANCE. Unless specifically stated in the Agreement, the price shall be valid for the full term of the Agreement. If Vendor, specifically states, in the Agreement that he, she or it cannot honor the price for the full term of the Agreement; the Agreement is voidable at the sole discretion of the City, if at any time during the full term of the Agreement, Vendor requests to raise the contract price. If the City elects to void the Agreement, at its sole discretion, it shall not be deemed to be a breach of the contract by either party.

16. CONFIDENTIALITY. The City, as a Tennessee Municipal Corporation is subject to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq; therefore, this Addendum, the Agreement and all documents or materials, in any format, including, but not limited to paper, electronic or virtual, that are public records pursuant to law, are not confidential and are subject to disclosure, without regard to any provision contained in the Agreement declaring information confidential. The City will respond to all proper Open Records Requests in the time allowed by law, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. The City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 16 serves to meet such burden and authorization of disclosure.

17. NO PRESUMPTION AGAINST DRAFTER. The parties are both business entities having substantial experience with the subject matter of this addendum, and each has fully participated in the negotiation and drafting of this addendum. Accordingly, this addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed addendum differs in any respect from any previous draft hereof.

18. SURVIVAL. This entire addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference and shall remain in full force and effect until the expiration of any applicable statute of limitation.

19. **EFFECTIVE DATE.** This addendum shall be deemed to have the same effective date of the Agreement.

IN WITNESS WHEREOF, the parties hereto warrant and represent that the individual who has signed this addendum on behalf of such party is duly authorized by all necessary and appropriate corporate action to sign this addendum.

VENDOR

BY: _____

PRINTED NAME: _____

VENDOR: Kimley-Horn and Associates, Inc. _____

TITLE: _____

DATE: _____

CUSTOMER

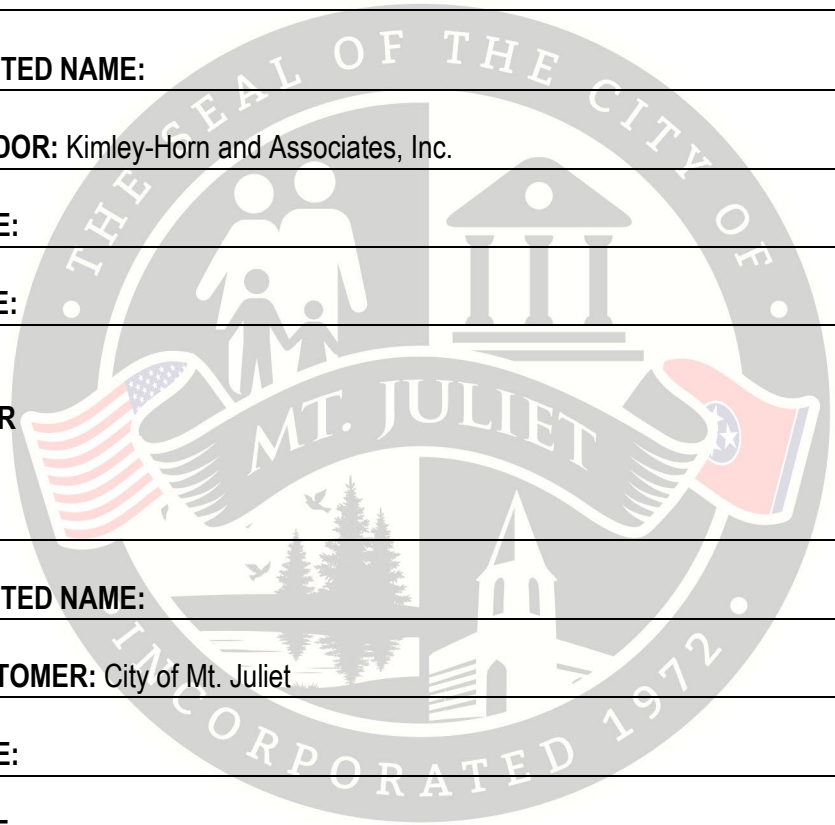
BY: _____

PRINTED NAME: _____

CUSTOMER: City of Mt. Juliet _____

TITLE: _____

DATE: _____





Mt. Juliet, Tennessee

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

Staff Report

File #: 1710

Agenda Date: 5/11/2026

Agenda #: 8.E.

Title:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE REGIONAL TRANSPORTATION AUTHORITY ("RTA") OF MIDDLE TENNESSEE FOR USE OF OPEN SPACE AT THE MT. JULIET TRAIN STATION PROPERTY

RESOLUTION - 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE REGIONAL TRANSPORTATION AUTHORITY (“RTA”) OF MIDDLE TENNESSEE FOR USE OF OPEN SPACE AT THE MT. JULIET TRAIN STATION PROPERTY

WHEREAS, the Regional Transportation Authority of Middle Tennessee (“RTA”) is the owner of certain property located at the northeast corner of North Mt. Juliet Road and East Division Street in Mt. Juliet, Tennessee, consisting of approximately 0.77 acres; and

WHEREAS, the City of Mt. Juliet desires to utilize a portion of said property identified as open space for public purposes, including but not limited to hosting park-related events such as music and community gatherings; and

WHEREAS, the City of Mt. Juliet will construct a pavilion in the open space donated by the Mt. Juliet Rotary Club; and

WHEREAS, on April 16, 2026, the Planning Commission considered and approved the site plan for the pavilion, and, in doing so, also approved the construction of the public structure pursuant to Tenn. Code Ann. § 13-4-104; and

WHEREAS, the RTA has agreed to grant the City a license for such use under the terms set forth the License Agreement.

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

Section 1. The Board of Commissioners hereby approves the License Agreement between the City of Mt. Juliet and the Regional Transportation Authority of Middle Tennessee, attached hereto, and incorporated herein by reference.

Section 2. The City Manager is hereby authorized to execute the License Agreement and any related documents necessary to carry out the intent of this Resolution.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

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

PASSED:

RESOLUTION - 2026

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

**Prepared by and when recorded
return to:**

Richard F. Warren, Jr., Esq.
Bradley
1221 Broadway, Suite 2400
Nashville, Tennessee 37203

**License Agreement
Between
The Regional Transportation Authority of Middle Tennessee
and
The City of Mt. Juliet, Tennessee**

This License Agreement ("License") is made and entered into as of the ___ day of March, 2026 by and between and the Regional Transportation Authority of Middle Tennessee ("RTA"), located at 430 Myatt Drive, Nashville, Tennessee 37115 and the City of Mt. Juliet, Tennessee ("Licensee"), located at 2425 N. Mt. Juliet, Tennessee 37122.

WHEREAS, the RTA is the owner of certain property located at the intersection of North Mt. Juliet Road and East Division Street in the city of Mt. Juliet in Wilson County, Tennessee, containing approximately 0.77 acres as outlined in red on Exhibit A attached hereto (the "Property") on which the RTA currently maintains a train station.

WHEREAS, Licensee desires to obtain a license to use the remaining open space (the "Open Space"):on the Property for the uses set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose.

The RTA does hereby grant to Licensee, its successors and assigns, a license of the Open Space for purposes of hosting unique park events such as music on the lawn. IF Licensee desires to construct improvements in the Open Space such as a gazebo, park benches and/or a small playground, it shall request permission from RTA in writing (see Exhibit B **which includes the pavilion already requested by Licensee and approved by RTA**). If such permission is granted, it shall be subject to such modifications and restrictions as RTA may impose. RTA shall continue to have full use of the Open Space.

2. Construction and Maintenance.

- a. All construction contemplated by this License Agreement shall be at the sole expense of Licensee and shall conform to plans to be submitted to RTA by Licensee

for approval. Any proposed change in such plans shall also be submitted to RTA in advance for approval. All construction shall comply with codes and all other applicable laws including without limitation the Americans with Disabilities Act.

- b. Licensee agrees to use care and not recklessly or negligently damage RTA property.
- c. Licensee agrees to contact RTA within twenty-four (24) hours should any such property damage occur as a result of Licensee's use of the license.
- d. Licensee agrees that the RTA shall not be responsible for damage to property of Licensee's employees or invitees utilizing the RTA license.
- e. Licensee shall be responsible for keeping the license area in a state of good repair. Notwithstanding the foregoing, if said license area becomes in a state of disrepair or in need of maintenance due to use by Licensee, RTA shall notify Licensee in writing of such condition, and Licensee shall restore the licensed property to its original quality and condition, normal wear and tear expected, at Licensee's sole cost and expense within thirty (30) days after receipt of written notice or within such longer period of time as may be required to complete the repair provided that Licensee commences the repair within such thirty (30) day period and diligently pursues the repair to completion.
- f. RTA will provide routine maintenance to the Property as it deems appropriate and Licensee agrees that its use of the licensed area may be temporarily denied while such maintenance activities are in progress. RTA will advise Licensee in advance of any such activity that will limit Licensee's access to the Open Space.

3. Reasonable enjoyment and inspection.

- a. The RTA and its representatives, employees, agents, or independent contractors may enter and inspect the license area at any time to verify Licensee's compliance with the terms and conditions of this agreement.
- b. Licensee's use of the license shall not interfere with or disrupt the normal daily business operations of the RTA which shall continue to use the Open Space.

4. Costs. Licensee shall be responsible for any and all costs associated with the utilization of the license. Prior to commencing any changes in the licensed area, Licensee shall provide a description and associated drawings to RTA for review and approval prior to Licensee's implementation of any improvements within the Driveway Area. Any costs associated with design, permitting, or construction of improvements within the licensed area shall be at the expense of Licensee.

5. Duration. The term of the license use granted herein shall be perpetual, provided, however, that RTA, its successors and assigns shall have the unilateral right to place additional limitation on Licensee's use of the Open Space. If the RTA determines in its sole discretion that activities conducted by Licensee interfere with the operation of the train station or that

subsequent development of the property is necessary, then RTA may terminate this License and Licensee shall have no further rights in connection therewith.

6. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

RTA:

Regional Transportation Authority of Middle Tennessee
Attention: Chief Executive Officer
430 Myatt Drive
Nashville, Tennessee 37115

Licensee:

City of Mt. Juliet
Attention: City Manager
2425 N. Mt. Juliet Road
Mt. Juliet, Tennessee 37122

7. **Compliance with Law.** RTA and Licensee, in exercising the privileges granted in this Agreement, shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations.
8. **Assignment.** Any proposed assignment of this License will require the consent of RTA, which shall not be unreasonably withheld.
9. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.
10. **Counterparts.** This agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, the Amendment is executed as of the dates written below.

City of Mt. Juliet, TN

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

)

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of the City of Mt. Juliet, TN., the within named bargainor, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as such _____.

WITNESS my hand and seal at office in _____, Tennessee, this the _____ day of _____, 2026.

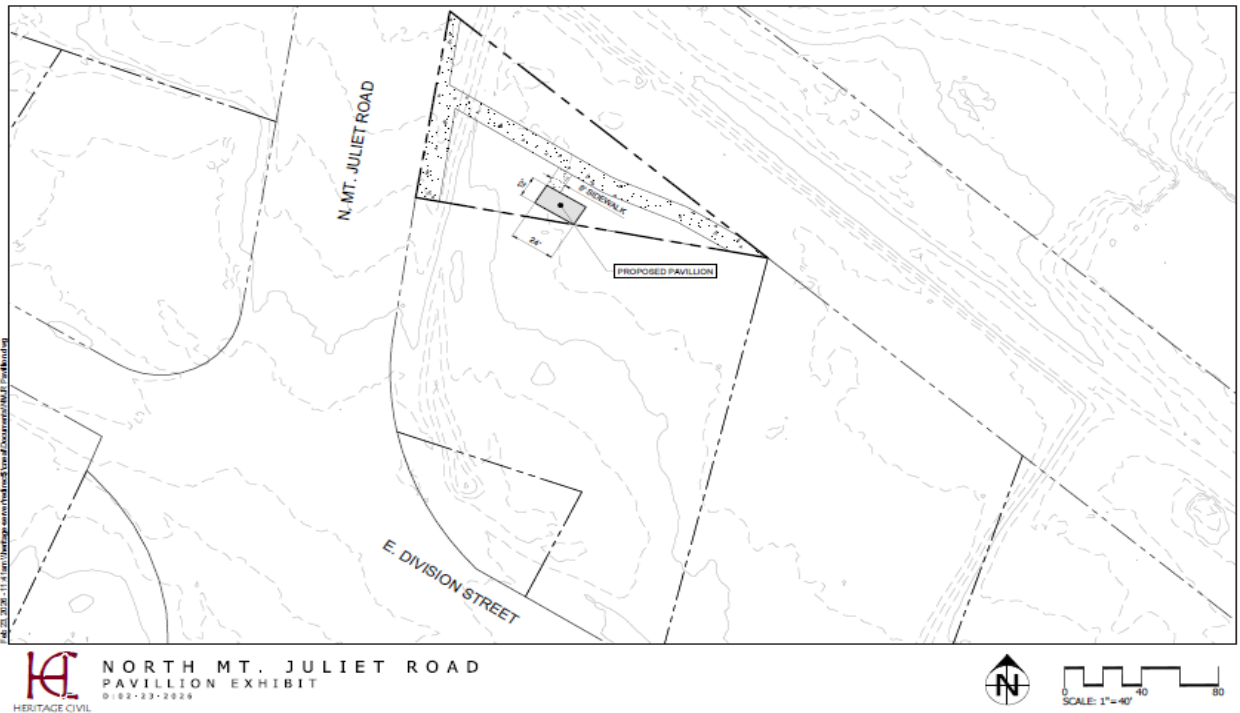
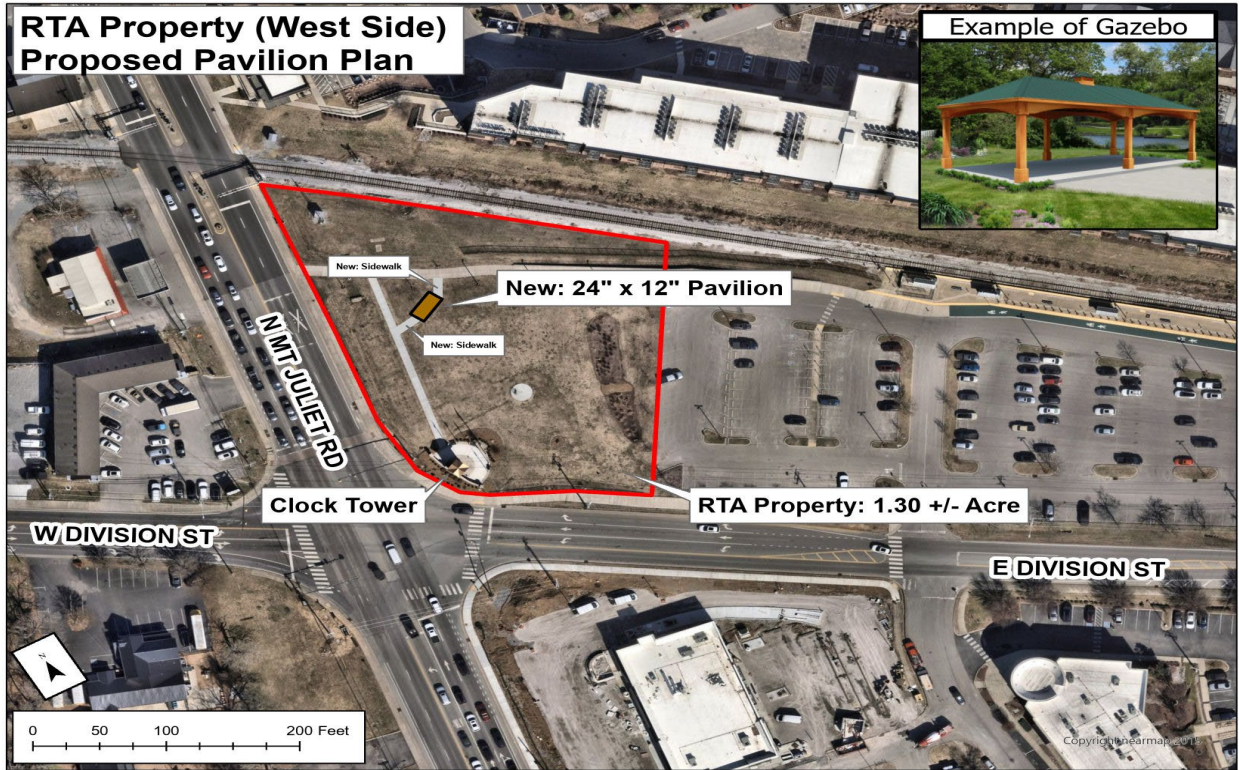
NOTARY PUBLIC

My Commission Expires:

EXHIBIT A



EXHIBIT B



RTA Property (West Side) Proposed Pavilion Plan

Example of Gazebo



New: Sidewalk

New: 24" x 12" Pavilion

New: Sidewalk

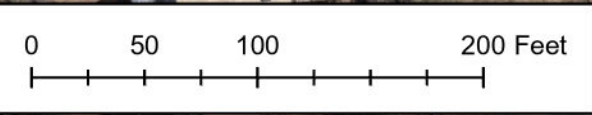
Clock Tower

RTA Property: 1.30 +/- Acre

W DIVISION ST

N MT JULIET RD

E DIVISION ST





MEMORANDUM

Date: April 16, 2026

To: Luke Winchester, Chairman
and Planning Commission

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

Re: RTA Property Pavillion (Veterans Park)
SP Modification
Map – 72I
Parcel(s) – 005.00 & 007.00

Request: Submitted by the City of Mt. Juliet, the applicant requests approval of a donated pavilion on RTA property at the northeast corner of NMJR and Division Street in District 3, also known as Veterans Park.

Summary: This request is for a donated pavilion to be built, at no cost to the city, by the MJ Rotary Club. The City requested the donation/sponsorship, and the Rotary agreed to sponsor and construct the project. The Rotary Club members will be building the project. The pavilion will be located in the NW corner of the site. It will be 12'x 24' with a 6" thick concrete slab. The structure will have 6"x 6" cedar posts, and conventional treated/stained lumber for the rest of the interior roof framing, etc., and a metal roof. Additional sidewalk on the site is proposed as part of this improvement also.

The pavilion will be used for special events and serve as a park amenity for the use of everyone in perpetuity. The RTA has approved the placement of the pavilion on their property. Staff is of the opinion that this will be a good addition to Veterans Park.

Recommendation: Staff recommends the Planning Commission approve the Rotary Club donated pavilion on RTA property at the northeast corner of Division Street and N. Mt. Juliet Road, subject to any conditions below.

Planning and Zoning:

1. The pavilion shall be at least 5' from any property line.

Engineering:

1. If the project is to exceed 7500 sq ft of disturbance, land disturbance permit required. Otherwise, no permitting or plan review will be required.

WWUD:

1. WWUD does have a water line that crosses this property. A one-call should be placed to ensure that the pavilion does not set on the water line.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1490

Agenda Date: 5/11/2026

Agenda #: 9.A.

Title:

AN ORDINANCE TO REZONE AND ADOPT A PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 115 OAKMONT DRIVE, APPROXIMATELY 10 ACRES, MAP 072, PARCELS 005.01 FROM RS-40 TO RS-20

ORDINANCE 2026 –

AN ORDINANCE TO REZONE AND ADOPT A PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 115 OAKMONT DRIVE, APPROXIMATELY 10 ACRES, MAP 072, PARCELS 005.01 FROM RS-40 TO RS-20

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 2026 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 April 16, 2026, and forwarded a positive recommendation (vote count 5-2-0) for approval to the Board of Commissioners; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the property at 115 Oakmont Drive, map 072, parcel 005.01 from RS-40 to RS-20 and adopt the preliminary master development plan; and

WHEREAS, Exhibit A, attached hereto and incorporated herein by reference as if fully set forth verbatim below, contains the legal description of the property to be rezoned and to which the preliminary master development plan applies; and

WHEREAS, Exhibit B, attached hereto, is a map depicting the geographic area to which the rezoning and the preliminary master development plan apply.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2026 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 115 Oakmont Drive, Map 072, Parcel 005.01 (as identified in Exhibit A) from RS-40 to RS-20.

Section 2. The preliminary master development plan for 115 Oakmont Drive, map 072, parcel 005.01 (as identified in Exhibit A), 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. Brick shall be clay baked and individually laid.
2. Stone shall be a natural product and individually laid.
3. Landscape buffers shall be in open space, not on individual lots, and shall be maintained by the HOA in perpetuity.
4. The cemetery access easement shall be located in open space and maintained by the HOA. Remove this easement from the residential lots.

ORDINANCE 2026 –

5. All detention/retention ponds shall be screened with vegetation. Wet ponds shall include lighted aeration.
6. Preserve as many trees as possible. Provide a tree survey for any vegetation to be used toward buffer requirements.
7. Provide covenants and restrictions to review, if applicable.
8. Provide decorative low maintenance fencing around the cemetery.
9. All fencing shall be low maintenance, decorative materials.
10. Poles and post shall be painted black. Channel posts are not permitted.
11. All requirements of 5-104.4 in the zoning ordinance shall be adhered to.
12. All requirements of 8-204.1 in the zoning ordinance shall be adhered to.
13. Should retaining walls be used, they shall be constructed of segmental block.
14. Identify all critical façade lots at final master development plan submittal.
15. A complete landscape plan will be required at final master development plan submittal.
16. Provide formalized elevations to include all materials and percentages at final master development plan submittal.

Engineering:

1. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
2. An approval letter from West Wilson Utility District is required prior to the issuance of the Land Disturbance Permit.
3. The Planning Commission recommended only utilizing gravity fed sewer for the development.
4. Request sewer availability prior to the second reading at the BOC. The site has two options for sewer routing/service. The routing shall be determined at FMDFP submittal:
 - a. Connecting to gravity sewer going north to the Oakhall development while obtaining applicable easements. **This is the preferred route for staff.**
 - b. If topography prohibits connecting to the gravity sewer, the other option would be connecting to force main on Oakmont Dr and utilizing localized grinder systems. If this option is used, the City shall be supplied with redundant grinder systems for each lot proposed for future maintenance.
 - c. In either option, the public sewer (minus laterals) shall be within a 20' utility easement.
5. The following variances are Granted:
 - a. [Sub Reg 4.104.4] Variance for a cul-de-sac to exceed 700' (approximately 1530' existing, additional 756' proposed)
 - b. [Sub Reg 4.104.4] Variance to a cul-de-sac to exceed 25 units (14 existing, additional 16 proposed)
 - c. [Sub Reg 4.104.405 (b) (i)] Variance to allow a permanent dead-end within 150' of the boundary of the property.
6. All cul-de-sacs must comply with the requirements of the International Fire Code and the City's standard details.
7. Streets shall not stub.

ORDINANCE 2026 –

8. A 6' grass strip shall be installed along the cul-de-sac.
9. Road profiles will be required at FMDP. All roads shall comply with the standards included in the subdivision regulations unless variances are approved with the PMDP.
10. Front loaded homes are not permitted on streets classified as access streets or higher. Side or rear loaded homes are required.
11. In the event karst features are encountered during grading, a licensed geotechnical engineer shall document the feature, and the feature shall be located by a licensed surveyor. If the feature is to be remediated, the geotechnical engineer shall provide a remediation plan to the City for approval. Efforts will be made to minimize any remediated features within building envelopes.
12. Portions of Lots 103-105 & 207-209 are located within FEMA's Special Flood Hazard Area, Zone A. The City's Floodplain Administrator requests that the building envelopes be revised to be outside this flood zone. If the building envelopes remain in the FEMA Special Flood Hazard Area, all FEMA requirements must be met before a Land Disturbance Permit can be applied for and a Floodplain permit is obtained.
13. Consider consolidating Lots 203 and 204 to create a more viable lot.
14. Provide aeration if wet ponds are utilized.
15. The driveway to the cemetery shall match the City detail for a residential driveway.
16. Appropriate tapers shall be provided between the existing and the new sections of Oakmont Drive. The tapering shall occur within the existing ROW on Oakmont Drive.
17. Add note that all PUDE's listed outside of the ROW are not the responsibility of the City of Mt. Juliet to maintain.

WWUD:

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

Wilson County Schools:

1. No comments

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.

ORDINANCE 2026 –

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:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

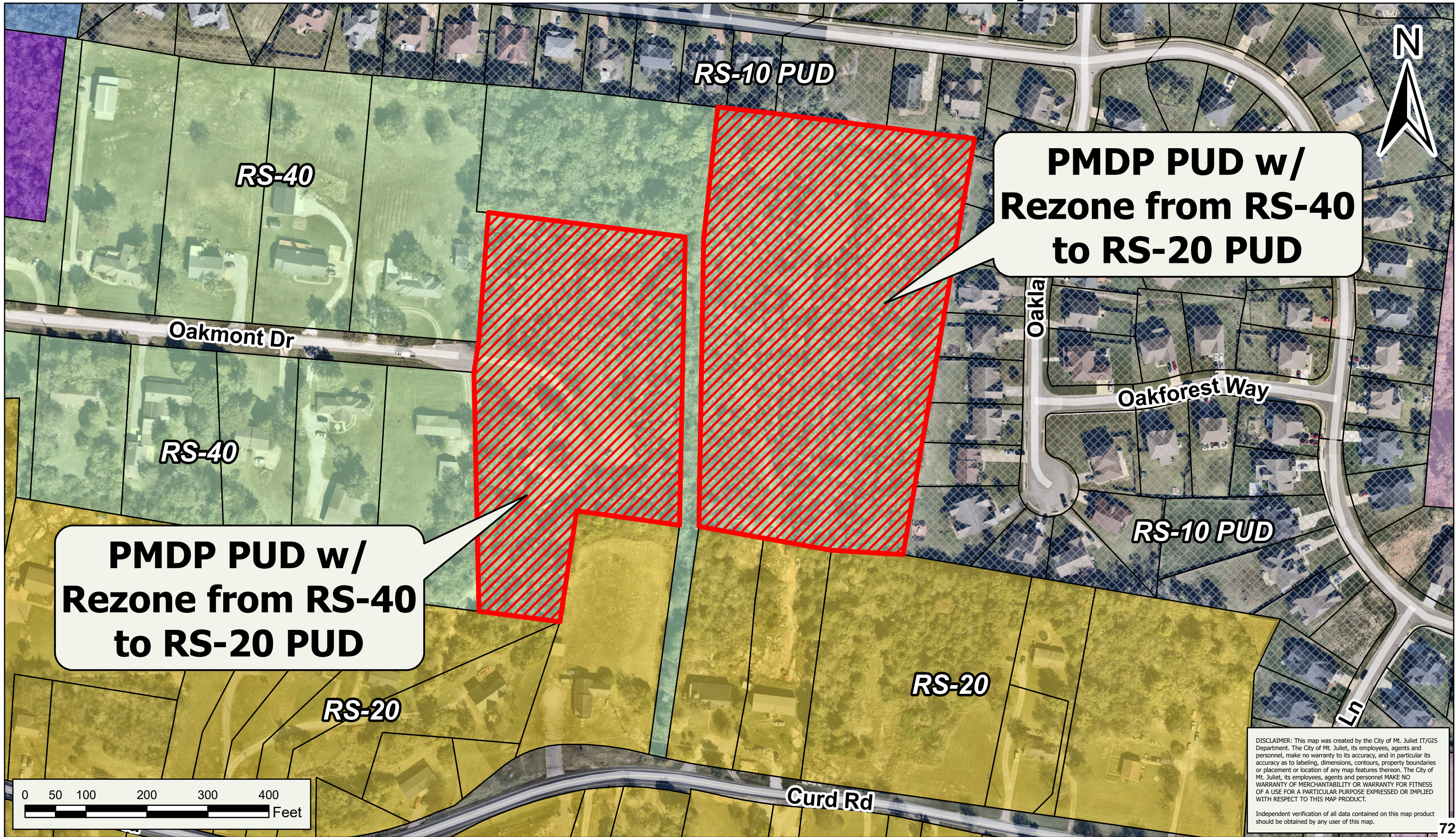
Exhibit A, Legal Description, 115 Oakmont Dr.

Being land described according to a survey by Robert Lee Spears, Surveyor, dated August 18, 1980, revised August 20, 1980, as follows: Beginning at a point on the Northerly right-of-way of Oakmont Drive, as appears on the subdivision plan of Oakmont Estates, Section 2, as of record in Plat Book 14, Page 177, Register's Office of Wilson County, Tennessee; thence, leaving said right-of-way and with said subdivision North 5° 24' 07" East, 215.02 feet to a point; thence leaving said subdivision the Southerly line of cemetery South 84° 01' 30" East, 424.50 feet to a point; thence with the Easterly line of the cemetery, North 6° 09' 30" East 215.19 feet to a point; thence leaving said cemetery with a property line fence South 84° 01' 30" East, 341.11 feet to a corner post; thence leaving said fence South 8° 24' 39" West, 689.52 feet to a point; thence North 82° 45' 42" West, 545.25 feet to an iron pin; thence with the Westerly line of the Church of Christ property, South 5° 01' 39" West, 187.53 feet to an iron pin; thence with the Northerly line of the Northern property, North 85° 17' 47" West 154.23 feet to an iron pin; thence with the Easterly line of Oakmont Estates, Section 2, North 0° 02' 05" West 389.59 feet to a point on the Southerly right-of-way of Oakmont Drive; thence crossing the end of said right-of-way North 8° 25' 47" East 50.20 feet to the point of beginning, containing 10.31 acres, more or less. This conveyance is subject to the right of way easement from the cemetery to Curd Road of record in Deed Book 172, Page 468, and Deed Book 148, Page 162, Register's Office for Wilson County, Tennessee. Being the same property conveyed to The Bates Family Partnership by quitclaim deed dated January 22, 2009, of record in Book 1334, Page 2421, Register's Office of Wilson County, Tennessee.



Exhibit B- PMDP PUD w/ Rezone

Mina Kheil Subdivision - 115 Oakmont Dr Map 072, Parcels 005.01



**PMDP PUD w/
Rezone from RS-40
to RS-20 PUD**

**PMDP PUD w/
Rezone from RS-40
to RS-20 PUD**



MEMORANDUM

Date: April 16, 2026

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 115 Oakmont Drive
PMDP-PUD, Rezone
Map - 072
Parcel(s) –005.01

Request: Submitted by LI Smith and Associates on behalf of their client, owner Mina Kheil, the applicant requests a rezone and preliminary master development plan approval for a residential subdivision to be located at 115 Oakmont Drive, in District 3.

Overview: The subject property consists of approximately 10.32 acres, on the east side of North Mt. Juliet Road, and located just due south of the Oakhall/Timber Trail subdivision. The current zoning is RS-40. The requested zoning is RS-20 PUD, medium density single family residential. The proposal is for 15 single family residential lots, 2 open spaces and a proposed density of 1.56 upa. A summary is provided below.

REQUEST SUMMARY	Land Use Map Classification	Requested Classification	Current Zoning District	Requested Zoning District
115 Oakmont Drive	Medium Density Residential	N/A	RS-40	RS-20-PUD

Future Lane Use Plan: This property is located within the City limits. The City’s future land use plan identifies this area as medium density residential. A land use amendment is not required.

Zoning: Current zoning is RS-40, low density residential. The request is for RS-20 PUD, medium density residential. The land use plan supports this request.

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

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

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

Preliminary Master Development Plan:

Overview: The property is 10.32 acres on the east side of N. Mt. Juliet Road, just south of Oak Hall/Timber Trail subdivision. A minimum of 10 acres is required for establishment of a RS20 PUD. The site is mainly undeveloped land, except for a single-family residence located on the South west corner of the property which is included in this PUD. There is a cemetery and access easement located on the property, also. This plan was deferred by the Planning Commission in January 2026 to allow the applicant more time to address the cemetery and the lack of amenities as originally proposed.

5-103a Bulk Standards: The proposal is for 15 single family lots. Overall density is stated at 1.56 du/a, below the maximum permitted in RS-20 (2.2 upa) and the average lot size is shown at 24,280.04 sf. Minimum lot size is 11,171.11. The setbacks are 30' f, 20' s, and 20' r.

Access: A cul-de-sac is being requested to be constructed to serve 29 total residential lots, (14 of which are already existing along Oakmont Drive. A waiver is being sought for the cul-de-sac due to the extended length. A second waiver is being proposed for a temporary stub street to allow for a temporary dead end of the access street at the property line. Driveway locations have not been specified.

5-104.4 Residential Design Guidelines: There are no waiver requests for the design guidelines, and no conceptual elevations have been provided as requested by staff. The applicant will have to adhere to the code, which includes 100% masonry, brick and/or stone. Full color elevations, with all elevation materials, shall be required at FMDP submittal. Decorative street lighting will be required throughout the subdivision per ordinance 2025-24.

Landscaping: The development area is subject to landscape buffers. Full landscape plan review will be required at FMDP submittal. Detention/retention ponds shall be screened with perimeter vegetation and landscape buffers shall be located in open space and maintained by the HOA.

Amenities: There are two open/green spaces being shown on the plan totaling 7.1% of the land area. 7% minimum is required. Proposed amenities include a playground and gazebo.

Other: A mail kiosk is provided with parking. It shall be covered and lit. A low maintenance, decorative fence will be required around the cemetery, and it shall be maintained by the HOA, if there is no active maintenance of these cemetery grounds. Staff requests that the access to the cemetery be located in open space and not on lots.

Waivers & Variances: The following are requested.

1. Permanent cul-de-sac street – to allow for a 2,370' cul-de-sac road to be constructed (1,614' is existing), to allow the cul-de-sac road to serve 28 total dwelling units, of which 14 single

family residences are already existing along Oakmont Drive. PUBLIC WORKS TO RECOMMEND

2. Temporary stub street – to allow for a temporary dead-end of the access street at the property line. PUBLIC WORKS TO RECOMMEND

Summary: This proposal is for a 15-lot single family infill RS-20 PUD at 115 Oakmont Drive. The rezone request is compliant with the City’s land use plan recommendations, and the overall density is 1.56 units per acre, well below the maximum permitted of 2.2 units per acre. Average lot size is 24,280.04sf and the minimum lot size is 11,171.11sf, well above the minimum requirements. The requirements of the preliminary master development plan checklist have been met.

Recommendation: Staff recommends forwarding the rezone and preliminary master development plan for a single-family residential subdivision at 115 Oakmont Drive to the Board of Commissioners with a positive recommendation.

Planning and Zoning:

1. Brick shall be clay baked and individually laid.
2. Stone shall be a natural product and individually laid.
3. Landscape buffers shall be in open space, not on individual lots, and shall be maintained by the HOA in perpetuity.
4. The cemetery access easement shall be located in open space and maintained by the HOA. Remove this easement from the residential lots.
5. All detention/retention ponds shall be screened with vegetation. Wet ponds shall include lighted aeration.
6. Preserve as many trees as possible. Provide a tree survey for any vegetation to be used toward buffer requirements.
7. Provide covenants and restrictions to review, if applicable.
8. Provide decorative low maintenance fencing around the cemetery.
9. All fencing shall be low maintenance, decorative materials.
10. Poles and post shall be painted black. Channel posts are not permitted.
11. All requirements of 5-104.4 in the zoning ordinance shall be adhered to.
12. All requirements of 8-204.1 in the zoning ordinance shall be adhered to.
13. Should retaining walls be used, they shall be constructed of segmental block.
14. Identify all critical façade lots at final master development plan submittal.
15. A complete landscape plan will be required at final master development plan submittal.
16. Provide formalized elevations to include all materials and percentages at final master development plan submittal.

Engineering:

1. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
2. An approval letter from West Wilson Utility District is required prior to the issuance of the Land Disturbance Permit.
3. Request sewer availability prior to the second reading at the BOC. The site has two options for sewer routing/service. The routing shall be determined at FMDP submittal:

- a. Connecting to gravity sewer going north to the Oakhall development while obtaining applicable easements. **This is the preferred route for staff.**
 - b. If topography prohibits connecting to the gravity sewer, the other option would be connecting to force main on Oakmont Dr and utilizing localized grinder systems. If this option is used, the City shall be supplied with redundant grinder systems for each lot proposed for future maintenance.
 - c. In either option, the public sewer (minus laterals) shall be within a 20' utility easement.
4. The following variances are requested:
- a. [Sub Reg 4.104.4] Variance for a cul-de-sac to exceed 700' (approximately 1530' existing, additional 756' proposed) **SUPPORTED**
 - b. [Sub Reg 4.104.4] Variance to a cul-de-sac to exceed 25 units (14 existing, additional 16 proposed) **SUPPORTED**
 - c. [Sub Reg 4.104.405 (a) (i)] Variance to allow a temporary dead-end of an access street at the property line **SUPPORTED**
 - d. [Sub Reg 4.104.405 (b) (i)] Variance to allow a permanent dead-end within 150' of the boundary of the property. **SUPPORTED**
5. All cul-de-sacs must comply with the requirements of the International Fire Code and the City's standard details.
6. A 6' grass strip shall be installed along the cul-de-sac.
7. Road profiles will be required at FMDP. All roads shall comply with the standards included in the subdivision regulations unless variances are approved with the PMDP.
8. Front loaded homes are not permitted on streets classified as access streets or higher. Side or rear loaded homes are required.
9. In the event karst features are encountered during grading, a licensed geotechnical engineer shall document the feature, and the feature shall be located by a licensed surveyor. If the feature is to be remediated, the geotechnical engineer shall provide a remediation plan to the City for approval. Efforts will be made to minimize any remediated features within building envelopes.
10. Portions of Lots 103-105 & 207-209 are located within FEMA's Special Flood Hazard Area, Zone A. The City's Floodplain Administrator requests that the building envelopes be revised to be outside this flood zone. If the building envelopes remain in the FEMA Special Flood Hazard Area, all FEMA requirements must be met before a Land Disturbance Permit can be applied for and a Floodplain permit is obtained.
11. Consider consolidating Lots 203 and 204 to create a more viable lot.
12. Provide aeration if wet ponds are utilized.

13. The driveway to the cemetery shall match the City detail for a residential driveway.
14. Appropriate tapers shall be provided between the existing and the new sections of Oakmont Drive. The tapering shall occur within the existing ROW on Oakmont Drive.
15. Add note that all PUDE's listed outside of the ROW are not the responsibility of the City of Mt. Juliet to maintain.

WWUD:

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

Wilson County Schools:

1. No comments



Mt. Juliet, Tennessee

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

Staff Report

File #: 1678

Agenda Date: 5/11/2026

Agenda #: 9.B.

Title:

AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 447 LIBERTY CHAPEL ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 49, PARCELS 008.03, 008.02, AND 008.04

ORDINANCE 2026 –

AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 447 LIBERTY CHAPEL ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 49, PARCELS 008.03, 008.02, AND 008.04

WHEREAS, pursuant to City of Mt. Juliet Code of Ordinances, Chapter 30, Article II, Division 11, Section 30-367(e),

Any developer or landowner 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 eighteen (18) sewer connections for the development, shown in Exhibit A, at 447 Liberty Chapel Road, as Wilson County, Tennessee, Map 49, parcels 008.03, 008.02, and 008.04; and

WHEREAS, Mt. Juliet Planning Commission heard the request at a meeting held on April 16, 2026, and has forwarded a 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 connection to the sewer system with the following conditions:

1. Completion of the wastewater infrastructure of the Yorkshire Estates development.
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.

ORDINANCE 2026 –

PASSED:
FIRST READING:
SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

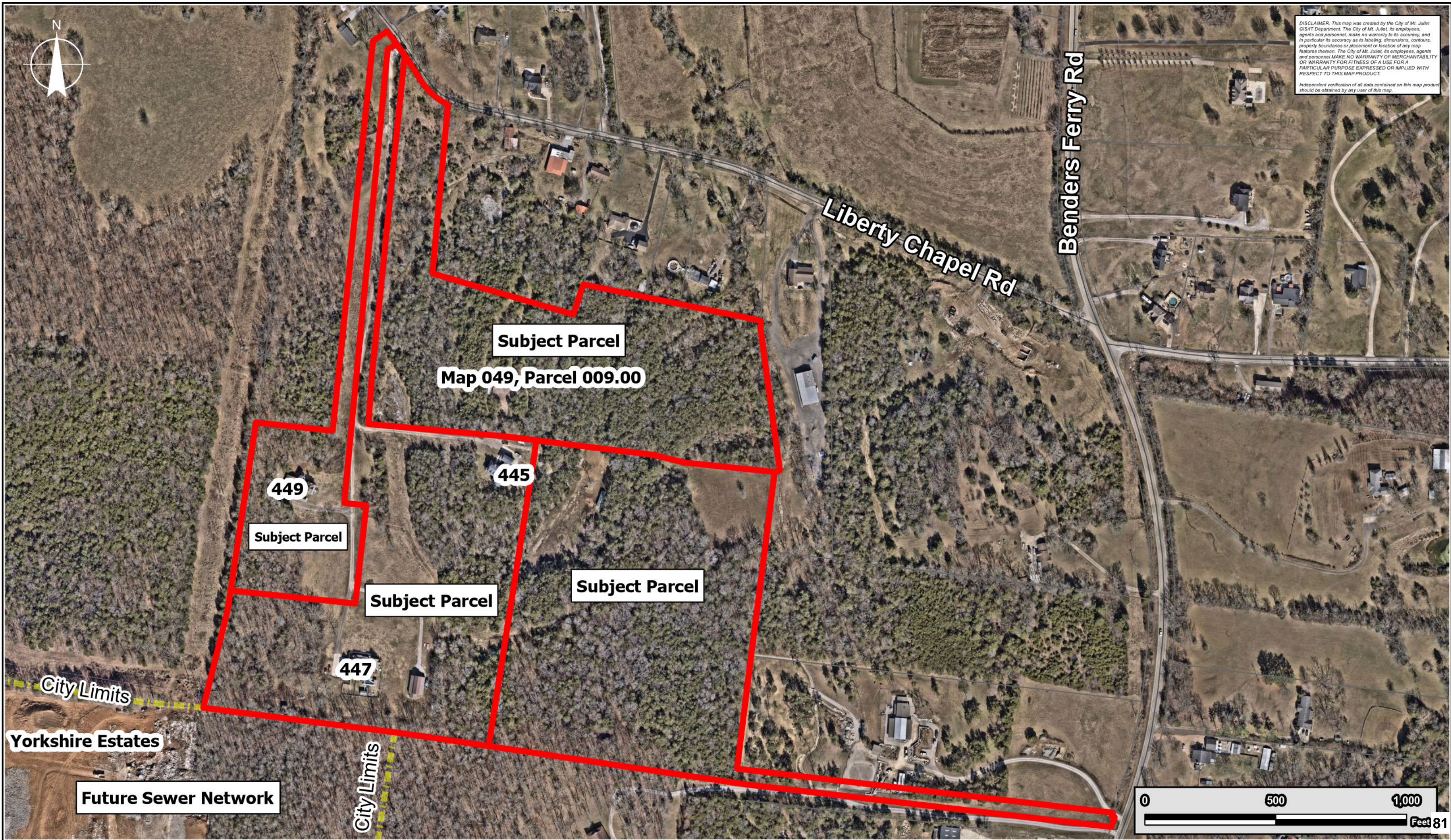
APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Exhibit A Out of City Sewer Request

445, 447, 449 Liberty Chapel Road & Map 049, Parcel 009.00





STAFF REPORT

Date: April 16, 2026

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 445, 447, and 449 Liberty Chapel Road, outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, Map 49, parcels 008.03, 008.02, and 008.04. Total area of the property is ±49 acres.

Request: The developer/property owner wishes to develop eighteen (18) single family residences and requests a connection to the City sewer system.

Analysis: 447 Liberty Chapel Road is contiguous to property within the City limits, while 445 and 449 Liberty Chapel Road. The intention is to direct wastewater flows from this development through the previously approved Yorkshire Estates wastewater infrastructure, which is within the City limits.

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

1. Completion of the wastewater infrastructure of the Yorkshire Estates 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.



OUT OF CITY SEWER SERVICE APPLICATION

Date Submitted: 3/20/26

Section 1:

Property Owner/Applicant: RICHARD VAN KLUYVE

445/449
Street Address: 447 LIBERTY CHAPEL RD.

City: MT. JULIET State: TN Zip: 37122

Phone: 615-429-1982 Email: RUKJR@ICLOUD.COM

Section 2:

Location of Property for Service: SAME AS ABOVE

Property Address (if applicable): ↑

Street Address: ↑

Subdivision: ↑

Map(s): _____ Parcel(s): _____

YES Is this Property Contiguous with the city limits of The City of Mt Juliet

54 Total Acreage

Reason for this request:

I AM INSTALLING SEWER FOR YORKSHIRE ESTATES (80 LOTS)
THE SUBJECT PROPERTY BODER YORKSHIRE & I WOULD
LIKE TO CREATE LARGE 2+ ACRE TRACTS WITHIN THE
COUNTY (WHICH I CURRENTLY AM) & TAP THE SEWER
IM PAYING TO INSTALL. I HAVE ALREADY CONFIRMED
W/ MY SEWER ENGINEER THAT CAPACITY IS THERE.

Proposed Use (Residence, Office, Restaurant etc.)

RESIDENTIAL 2+ ACRE TRACTS

[Signature] 3/20/26
Applicant's Signature (provide notarized certification) Date

*I (we) herby certify that I am (we are) the owners of the property shown and described above.

[Signature] 3/20/26
Owner's Signature Date

Sworn to and subscribed before me in the

County of Wilson

This 20th day of March 20 26

Nakia Ann Holman
Notary Public at Large

12/1/2027
Date Commission Expires



For Office Use Only

\$500 Fee Paid: 3-20-26

Sewer Available: Yes No
 Gravity Grinder

PC Meeting Date: _____
BOC Meeting 1st Reading: _____
BOC Meeting 2nd Reading: _____

RECEIPT		DATE <u>3-20-26</u>	No. <u>724665</u>
RECEIVED FROM <u>Modern Family</u>		\$ <u>500</u> ⁰⁰	
<u>Five hundred</u> ⁰⁰ / ₁₀₀		DOLLARS	
<input type="radio"/> FOR RENT <input checked="" type="radio"/> FOR <u>Out of City Sewer fee for 447 Liberty Chapel Rd.</u>		<input type="radio"/> CASH <input checked="" type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
ACCOUNT		FROM	TO
PAYMENT	<u>#2061</u>	BY <u>D. Howard</u>	
BAL. DUE		3-11	



City of Mt. Juliet

Public Works Department

March 30, 2026

Jake Porter
Heritage Civil, PLLC
2055 N. Mt. Juliet Road
Mt. Juliet, TN 37122

Re: Reserve on Liberty Chapel

Dear Jake:

Pursuant to your request, we have reviewed the feasibility of providing sanitary sewer service for the proposed Reserve on Liberty Chapel. Specifically, the sewer availability request as shown on the attached correspondence involves the following:

18 Residential Lots @ 350 GPD/Lot = 6,300 GPD

This letter is to confirm that the City of Mt. Juliet's existing sanitary sewer facilities will have sufficient reserve capacity to accommodate this proposed development upon completion of the Yorkshire Estates Development. This recommendation for sewer availability is subject to the proposed development directing wastewater flows to the proposed Yorkshire Estates Development gravity collection system as shown on the enclosed 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 the 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.

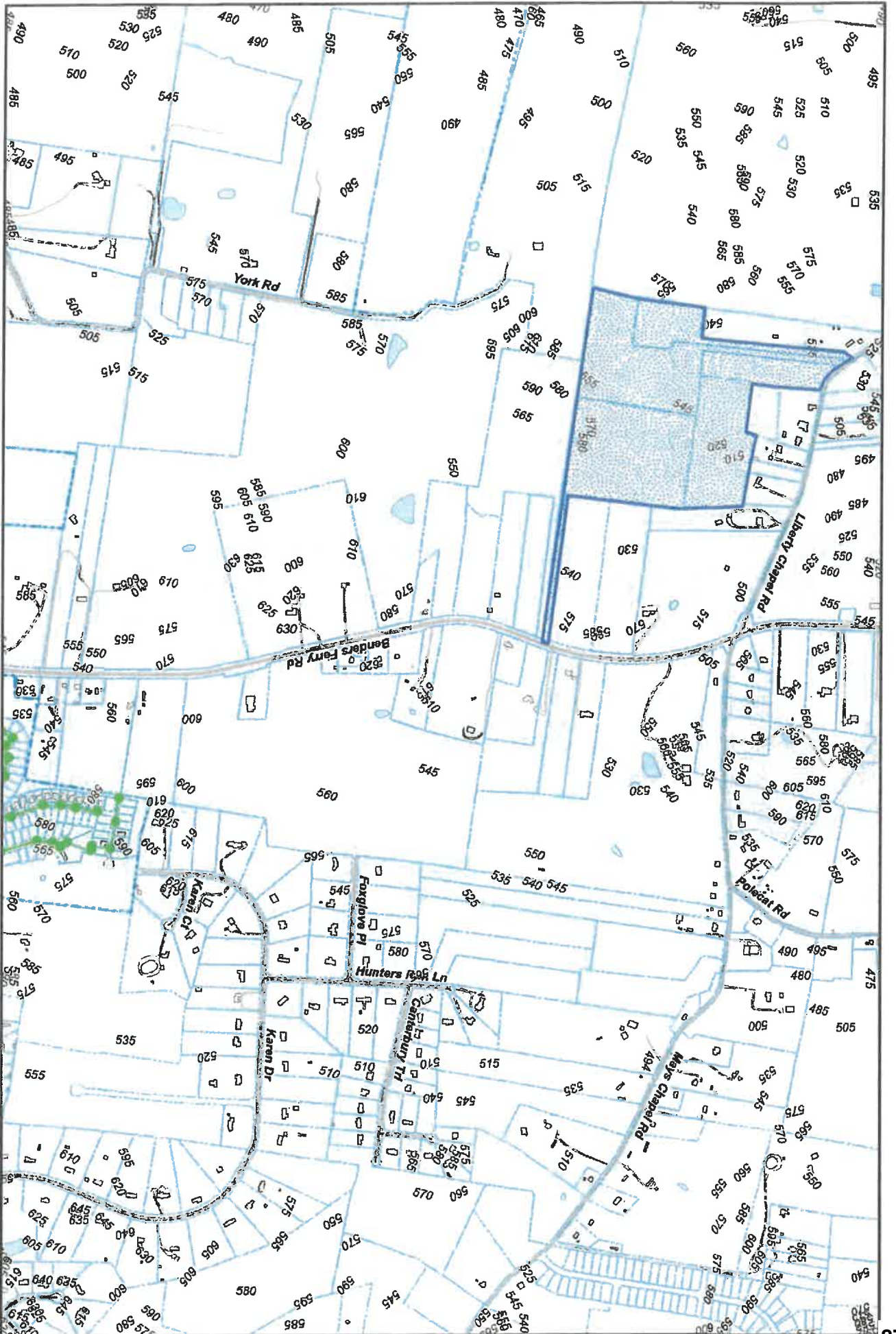
The proposed Development appears to be located **outside** the current Mt. Juliet City limits (based on the City's Website latest City Limits Map) and **inside** the City's Urban Growth Boundary. This recommendation for sewer availability is subject to review and approval of the City of Mt Juliet Planning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

Please contact my office should you have any further questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Shane Shamanur', written over a white background.

Shane Shamanur, P.E.
Engineering Director



Legend

- Contours
- Parcels
- Exist. Gravity Sewers
- TVA-Power Lines
- Exist. Force Mains
- City Limits
- Building

447 RESERVE ON LIBERTY CHAPEL

Sewer Availability

MT. JULIET, TENNESSEE



1 inch = 1,000 feet



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

449 Liberty Chapel 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 OR PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: March 27, 2026

<https://wilton.tn.gov/power/qc/countypropertysearch>



447 Liberty Chapel Rd



WILSON COUNTY, TENNESSEE

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MAP DATE: March 27, 2026

<https://kirkcorta.geopowered.com/parcelsearch/>



Map 049; Parcel 09.00



WILSON COUNTY, TENNESSEE

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MAP DATE: March 27, 2026

<https://wilsontn.geopower.net.com/propertysearch>



445 Liberty Chapel Rd

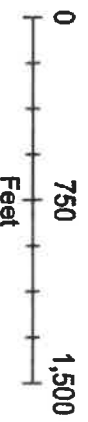


WILSON COUNTY, TENNESSEE

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MAP DATE: March 27, 2026

<https://wilson.tn.gov/arcgis/rest/services/propertysearch>





March 18, 2026

Shane Shamanur
City of Mt. Juliet
115 Clemmons Road
Mt. Juliet, TN 37122

**RE: REQUEST FOR AVAILABILITY OF SEWER SERVICE
Reserve on Liberty Chapel
447 Liberty Chapel Rd
Mt. Juliet, TN 37122**

Dear Shane,

On behalf of the owner/developer we request availability of sewer service for the **Reserve on Liberty Chapel** project.

The following capacity is being requested for the development:

Reserve on Liberty Chapel:

1. Eighteen (18) Single Family Lots @350 GPD/Unit x 18 Units = 6,300 GPD

TOTAL = 6,300 GPD

We respectfully request a letter of availability 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
Heritage Civil, PLLC,
Jake Porter, P.E.
Owner

Heritage Civil No. 25-005-01

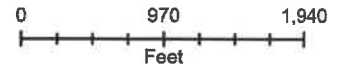
447 Liberty Chapel



CITY OF MT. JULIET, TENNESSEE

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MAP DATE: March 18, 2028





Mt. Juliet, Tennessee

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

Staff Report

File #: 1679

Agenda Date: 5/11/2026

Agenda #: 9.C.

Title:

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

ORDINANCE 2026 –

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

WHEREAS, pursuant to City of Mt. Juliet Code of Ordinances, Chapter 30, Article II, Division 11, Section 30-367(e),

Any developer or landowner 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 four (4) sewer connections for the development, shown in Exhibit A, 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 April 16, 2026, and has forwarded a 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 connection to the sewer system with the following conditions:

1. The directing of wastewater flows through private grinder systems and a public tributary force main that connects to the existing 6" force main fronting the property along Nonaville Road.
2. Final plat shall show a 20' sewer easement for the tributary force main.
3. 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.
4. 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.

ORDINANCE 2026 –

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

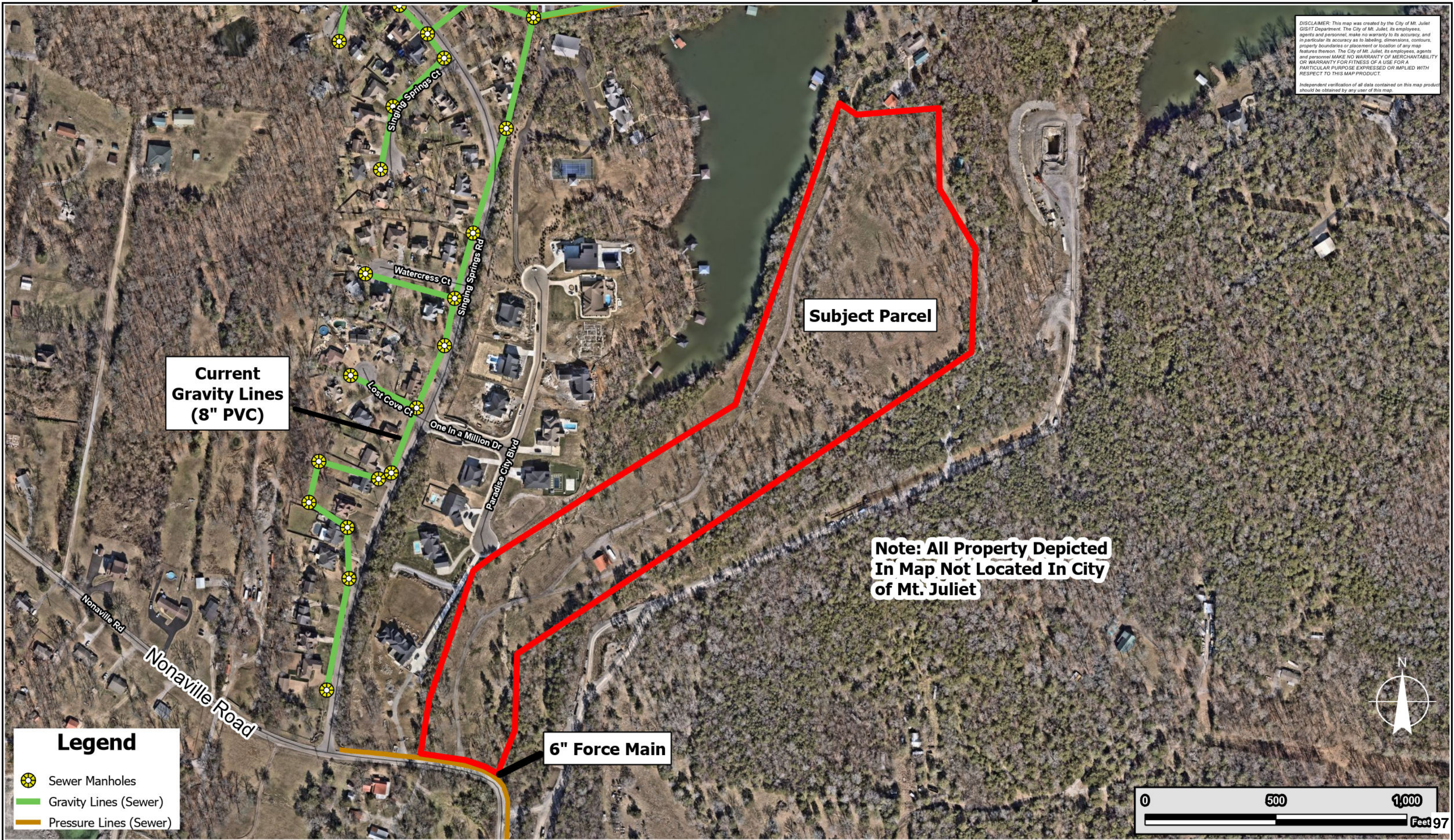
Samantha A. Burnett, City Attorney



Exhibit A Out of City Sewer Request

3150 Nonaville Rd. Map 031, Parcel 032.01

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



Current Gravity Lines (8" PVC)

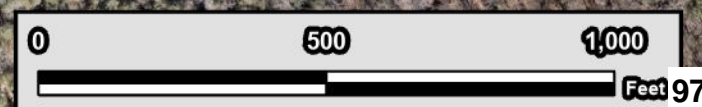
Subject Parcel

Note: All Property Depicted In Map Not Located In City of Mt. Juliet

6" Force Main

Legend

- Sewer Manholes
- Gravity Lines (Sewer)
- Pressure Lines (Sewer)





STAFF REPORT

Date: April 16, 2026

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 four (4) single family residences 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 tributary force main to tie to the existing 6" force main. The lots would be served with private grinder systems.

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 private grinder systems and a public tributary force main that connects to the existing 6" force main fronting the property along Nonaville Road.
2. Final plat shall show a 20' sewer easement for the tributary force main.
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 Utilities Director, or a representative thereof.



OUT OF CITY SEWER SERVICE APPLICATION

Date Submitted: March 16, 2026

Section 1:

Property Owner/Applicant: Kane Cove LLC

Street Address: 204 Acklen Park Drive #301

City: Nashville State: TN Zip: 37203

Phone: 615-260-4755 Email: sabinewing@yahoo.com

Section 2:

Location of Property for Service: 3150 Nonaville Road

Property Address (if applicable): _____

Street Address: 3150 Nonaville Road, Mt Juliet, TN 37122

Subdivision: Unplatted Acreage

Map(s): 031 Parcel(s): 032, 01

_____ Is this Property Contiguous with the city limits of The City of Mt Juliet

21 Total Acreage

Reason for this request:

Sewer access requested for 4 houses

Proposed Use (Residence, Office, Restaurant etc.)

Residence

[Signature]

3-16-26

Applicant's Signature (provide notarized certification)

Date

***I (we) herby certify that I am (we are) the owners of the property shown and described above.**

[Signature]

3-16-26

Owner's Signature

Date

Sworn to and subscribed before me in the

County of Williamson

This 16 **day of** March **20** 26

[Signature]

Notary Public at Large

01/21/2029
Date Commission Expires



For Office Use Only

\$500 Fee Paid: 3-16-26 CK # 2437

Sewer Available: **Yes** **No**

Gravity **Grinder**

PC Meeting Date: _____

BOC Meeting 1st Reading: _____

BOC Meeting 2nd Reading: _____



City of Mt. Juliet

Public Works Department

February 18, 2026

Dr. Sabin Ewing
sabinewing@yahoo.com

Re: 3150 Nonaville Road

Dear Dr. Ewing:

Pursuant to your request, we have reviewed the feasibility of providing sanitary sewer service for the proposed development at 3150 Nonaville Road. Specifically, the sewer availability request as shown on the attached correspondence involves the following:

Single Family Homes – 4 Units @ 350 GPD/Unit = 1,400 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 when completed. This recommendation for sewer availability is subject to the proposed development constructing sewer pump stations and force main for connection to the existing force main on Nonaville Road as shown on the enclosed 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 the 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.

The 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 my office should you have any further questions.

Respectfully,

Shane Shamanur, P.E.
Engineering Director

RECEIPT

DATE 3-16-26No. 724664RECEIVED FROM Steve Billings\$ 500⁰⁰Five hundred 00/100

DOLLARS

 FOR RENT FOROut of City Sewer application fee -3150 Norwalk Rd.

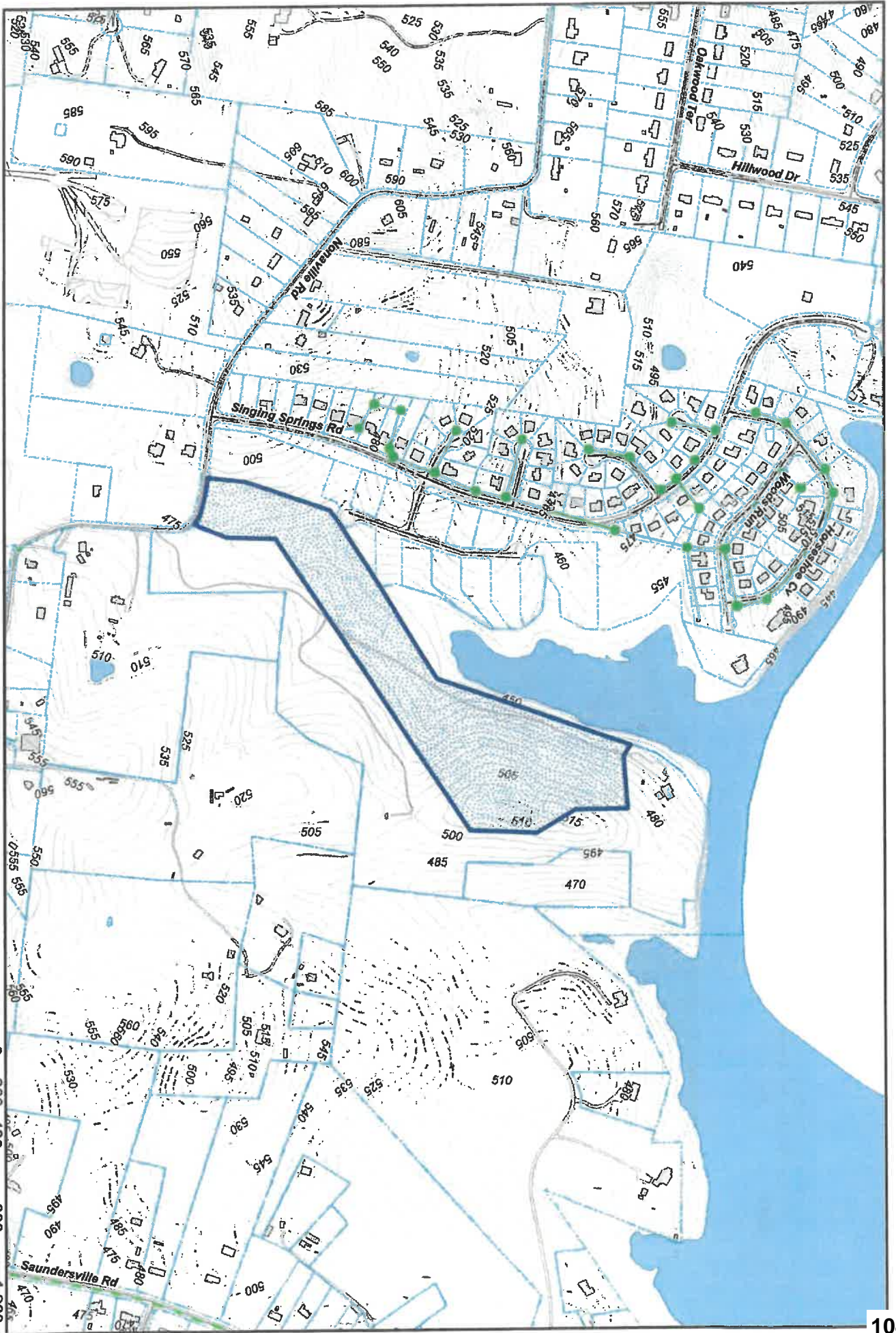
ACCOUNT	
PAYMENT	<u>#5437</u>
BAL. DUE	

 CASH CHECK MONEY ORDER CREDIT CARD

FROM _____ TO _____

BY D. Howard

3-11



Legend

- Contours
- Parcel
- Exist. Gravity Sewers
- TVA- Power Lines
- Exist. Force Mains
- City Limits
- Building

**3150 Nonaville Rd.
Sewer Availability
MT. JULIET, TENNESSEE**



Feet
1 inch = 600 feet

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

3150 Nonville Rd.



CITY OF MT. JULIET, TENNESSEE

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MAP DATE: February 17, 2028



From: Gage Dean <gdean@wmsengineers.com>
Sent: Tuesday, February 10, 2026 11:30 AM
To: Steven Jones <sjones@wmsengineers.com>
Subject: FW: Sabin Ewing- 3150 Nonaville Road Mt Juliet Tn 37122

Steve,

A Dr. Sabin Ewing stopped by the office around 11:00 a.m. today asking for a capacity letter for the above referenced property. He said the City of Mt. Juliet directed him to stop by our offices to get a capacity letter for the property. He is hoping to split his property and have 4 homes built and to connect to the existing 4" force main along Nonaville Road.

Was not sure how best to handle this, so I gave him a card and took the plat he had, which is scanned and attached.

Thanks,
Gage Dean
Water Management Services, LLC
2 International Plaza, Suite 401
Nashville, TN 37217
WMS Office: (615) 366-6088 Ext. 3028

From: Gage Dean
Sent: Tuesday, February 10, 2026 11:26 AM
To: 'sabin ewing' <sabinewing@yahoo.com>
Cc: Steven Jones <sjones@wmsengineers.com>
Subject: RE: Sabin Ewing- 3150 Nonaville Road Mt Juliet Tn 37122

Thank you sir. I will get to working on this ASAP and let you know if this is something we can assist you with.

If you have any other questions, feel free to reach out.

Thanks,
Gage Dean
Water Management Services, LLC
2 International Plaza, Suite 401
Nashville, TN 37217
WMS Office: (615) 366-6088 Ext. 3028

From: sabin ewing <sabinewing@yahoo.com>
Sent: Tuesday, February 10, 2026 11:23 AM
To: Gage Dean <gdean@wmsengineers.com>
Subject: Sabin Ewing- 3150 Nonaville Road Mt Juliet Yn 37122

Gage,

Good to meet you. I just dropped off a plat for my property that is approximately 20+ acres in Wilson County and in the City of Mt Juliet growth zone.

I am wanting to see if sewer capacity exists at there is a 4 inch force main at the main road (Nonaville Road). I was hoping to get approval for an out of city sewer access

designation. The reason for this is that I have no contiguous parcels abutting my property that have been annexed into the city and the property abutting mine, Eden Grove Subdivision has been granted the same designation.

My "by right zoning" is currently R40 and I'm allowed to put 1 house per 40,000 sq ft however I'm only asking for 4 houses 4- 5 acres tracts. The first house would be my permanent residence on lot 4 (enclosed)

I appreciate your help in this matter.

Best,

Dr. Sabin Ewing
615-260-4755

Sent from Yahoo Mail for iPhone



Mt. Juliet, Tennessee

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

Staff Report

File #: 1691

Agenda Date: 5/11/2026

Agenda #: 9.D.

Title:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, PROVIDING DIRECTION TO THE CITY MANAGER REGARDING REQUEST FOR PROPOSAL RESPONSES RECEIVED FOR THE SALE AND REDEVELOPMENT OF CITY-OWNED PROPERTY IN THE DOWNTOWN AREA

RESOLUTION - 2026

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, PROVIDING DIRECTION TO THE CITY MANAGER REGARDING REQUEST FOR PROPOSAL RESPONSES RECEIVED FOR THE SALE AND REDEVELOPMENT OF CITY-OWNED PROPERTY IN THE DOWNTOWN AREA

WHEREAS, the City of Mt. Juliet issued a Request for Proposals (“RFP”) seeking qualified development partners for the purchase and redevelopment of certain City-owned property located within the downtown area of the City; and

WHEREAS, the intent of the RFP process was to attract proposals that would create a vibrant downtown destination, encourage quality mixed-use development, enhance community character, and support the long-term economic growth of the City; and

WHEREAS, the City has received responses from interested parties pursuant to said RFP; and

WHEREAS, the Board of Commissioners desires to provide direction to the City Manager regarding the review of submitted proposals and to establish a clear path forward concerning the potential sale and redevelopment of said City-owned property; and

WHEREAS, the Board of Commissioners recognizes the importance of selecting a proposal that reflects sound planning principles, fiscal responsibility, and the best interests of the citizens of Mt. Juliet.

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

Section 1. The Board of Commissioners acknowledges review of the responses received pursuant to the Request for Proposals for the sale and redevelopment of City-owned downtown property and shall provide direction to the City Manager, by motion duly made and approved, regarding the desired path forward related to said proposals.

Section 2. The City Manager is authorized to proceed in accordance with the direction provided by the Board of Commissioners.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

RESOLUTION - 2026

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 1709
10.A.

Agenda Date: 5/11/2026

Agenda #:

Title:

Wilson County Board of Equalization Appointment